**Disputing** : Chargeback Case # 106723033260 : TRACY MCKOWN

**ARN**: 106723033260

**CC**: 435689------7835

**RECORD ID**: 9327930

Chain Commerce,

We are writing you in regards to Chargeback Case # 106723033260 from TRACY MCKOWN on the 19TH of APRIL in regards to the purchase they made on the 8TH OF MARCH in the amount of $89.76 on our site. We would like to dispute this chargeback.

We believe our site is clear in showing what TRACY MCKOWN was purchasing when they signed up on our site, and submitted the second page with their payment information purchasing a pack of bids to use immediately to bid on auctions on our site. TRACY MCKOWN was given a total of 182 bids into his account to use for bidding on auctions. He used about 40 of them on auctions, but did not win anything to be able to back up his claim of “Services Not Provided or Merchandise not received” in his chargeback.

Screenshots of both page 1 & page 2 of our site that was live on the 8TH OF MARCH can be located further down in this dispute document.

Each screenshot includes overlaying notes to highlight the process of signup and where each member signing up has to agree to our terms & what they are purchasing. The links in the disclaimers of the forms show our terms & privacy for the site & are included further down in this dispute document.

<http://www.biggerbidder.com/terms.php>

<http://www.biggerbidder.com/privacy.php>

\*\* You can clearly see in the screenshots of our site the process involved for a signup to make a purchase. They first have to submit page 1 of our site with basic registraion information, and then submit to reach page 2. Page 2 is where we inform them about the bidpack we are offering them to purchase. We show the amount of bids, the discount if they purchase, and the amount they will be charged. They then have to enter their CC information & their billing information and then agree to the terms & privacy.

On the 8TH OF MARCH, TRACY MCKOWN submitted their purchase for $89.76 for 132 BIDS (+50 FREE BIDS) to use immediately to bid on auctions on our auction site. TRACY MCKOWN bid on several auctions after they signed up, but didn’t win any of them.

Also located below, you will find the TRACY MCKOWN's signup information, their transaction details, & possible bidding details, transaction/bidding history, & login history.

TRACY MCKOWN made no attempt to contact our Customer Service if they were unhappy with our signup process or bidding & live auctions or to discuss their concerns or issues regarding the purchase of bids they made. By bidding on an auction & taking the steps we outlined to signup & fill in his information for the purchase, this supports the idea that they knew of their purchase of bids on the 8TH OF MARCH to use on our site. We would be happy to work with them with any of their concerns.

Please let us know if you need any additional information and the outcome of the chargeback after yours & the TRACY MCKOWN’s banks review.

**SIGNUP INFORMATION**

|  |  |
| --- | --- |
| **email** | mckown@gbis.com |
| **firstname** | Tracy |
| **lastname** | McKown |
| **username** | tracymckown |
| **user\_id** | 28168 |
| **date\_signup** | 3/8/2011 |
| **ipaddress** | 207.228.60.88 |
| **created** | 3/8/2011 14:54 |
| **lastmodified** | 3/8/2011 15:00 |
| **firstname** | Tracy |
| **lastname** | McKown |
| **address1** | 10,000 Gabro Street |
| **address2** |  |
| **city** | Reno |
| **state** | NV |
| **zip** | 89506 |
| **country** |  |
| **homephone** | 7759723874 |
| **email** | mckown@gbis.com |
| **dob** | 0000-00-00 |
| **username** | tracymckown |
| **gender** | Female |
|  |  |

**BACKEND TRANSACTION/CVV DETAILS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | **Transaction Detail** | | |  |  | | |
| |  |  | | --- | --- | | **Merchant:** | **JMB Marketing LLC - (Sandy Springs, GA)** | | **Date/Time:** | **03/08/2011 2:56:20 PM EST** | | **Transaction ID:** | **1371956947** | | **Transaction Type:** | **Card Sale** | | **Status:** | *Pending Settlement* | | |
| |  |  | | --- | --- | | **Credit Card Information** | | | **CC Type:** | Visa | | **CC Number:** | 435689\*\*\*\*\*\*7835 [https://secure.trianglemediagateway.com/shared/images/sm_lock.gif](https://secure.trianglemediagateway.com/merchants/reports.php?Action=Details&transaction_type=cc&merchant_id=53073&transaction=1371956947&tid=7beaee169b1ed77e9be5dc27b1fe1422)[Show all transactions with this Credit Card Number](https://secure.trianglemediagateway.com/merchants/reports.php?Action=CCReport&transaction_id=1371956947&LOADING_SCREEN=Generating+Report...&tid=7beaee169b1ed77e9be5dc27b1fe1422) | | **CC Expiration:** | 10/11 | | **Auth. Code:** | 165369 | | **AVS Status:** | AVS Not Available (B) | | **CVV Status:** | CVV2/CVC2 Match | | **Processor:** | 1001167800 | | **Currency:** | USD | | **Platform ID:** | 439591586 | | |
| |  |  | | --- | --- | | **Billing Information** | | | Tracy McKown |  | | mckown@gbis.com |  | | 7759723874 |  | | 10,000 Gabro Street |  | | Reno NV, 89506 |  | | |  | | --- | | **Shipping Information** | |
| |  |  | | --- | --- | | **Order Information** | | | **Order ID:** | 132900 | | |
| |  |  |  |  | | --- | --- | --- | --- | | **Transaction History** | | | | | **Type** | **Status** | **Transaction Time** | **Amount** | | **Card Sale** | **Success** | 03/08/2011 2:56:20 PM EST | 89.76 | | *No Error* | | *API [JMBMarketing@50.16.198.182]* | | | |

**AUCTION BIDDING DETAILS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Auction Name** | **Start Date** | **End Date** | **Auction Status** | **Bid Placed** | **Bid Status** |
| [$25.00 McDONALDS GIFT CARD [5116]](http://www.biggerbidder.com/backendadmin/auctiondetails.php?aid=5116) | 8/3/2011 | 8/3/2011 | Sold | **1** | Lost |
| [BiggerBidder [34]](http://www.biggerbidder.com/backendadmin/view_member_statistics.php?uid=34) |
| [MacBook Air 11" Laptop >NEW< [4337]](http://www.biggerbidder.com/backendadmin/auctiondetails.php?aid=4337) | 7/3/2011 | 8/3/2011 | Sold BUT Reserve Declined | **1** | Lost |
| [ruby21 [914]](http://www.biggerbidder.com/backendadmin/view_member_statistics.php?uid=914) |
| [MacBook Air [5057]](http://www.biggerbidder.com/backendadmin/auctiondetails.php?aid=5057) | 8/3/2011 | 10/3/2011 | Sold | **36** | Lost |
| [BiggerBidder [34]](http://www.biggerbidder.com/backendadmin/view_member_statistics.php?uid=34) |
| [NEW Apple Ipad with Wi-Fi + 3G 16GB [4710]](http://www.biggerbidder.com/backendadmin/auctiondetails.php?aid=4710) | 7/3/2011 | 8/3/2011 | Sold BUT Reserve Declined | **1** | Lost |
| [stacyann345 [19755]](http://www.biggerbidder.com/backendadmin/view_member_statistics.php?uid=19755) |

**TRANSACTION & BIDDING HISTORY**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Date | BidCount | PackID | BidFlag | BiddingType | RechargeType | TransactionID | CreditDescription |
| 2011-03-08 14:56:16 | 132 | 13 | c |  | re | 239729 | 132 Bid Pack - 132 bids for: $89.76 |
| 2011-03-08 14:56:16 | 50 | 0 | c |  | fr | 0 | 132 Bid Pack - Bonus Bids |
| 2011-03-08 14:57:51 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:00:22 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:03:53 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:05:23 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:06:25 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:06:56 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:07:16 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:07:40 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:08:03 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:08:28 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:08:49 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:09:13 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:09:33 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:10:00 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:10:17 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:10:39 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:10:46 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:10:52 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:10:57 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:11:05 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:11:09 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:11:15 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:11:25 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:11:29 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:11:34 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:11:52 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:11:57 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:12:02 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:12:09 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:12:13 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:12:54 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:13:02 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:13:10 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:13:16 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:13:26 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:13:33 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:13:40 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:13:51 | 1 | 0 | d | s |  | 0 |  |
| 2011-03-08 15:14:24 | 1 | 0 | d | s |  | 0 |  |

**SCREENSHOTS**

PAGE 1  


PAGE 2



**TERMS & CONDITIONS**

**BiggerBidder™ Website Terms and Conditions**

January 24, 2011

Thank you for visiting the BiggerBidder™ website located at www.biggerbidder.com (the “Site”).  The Site is an Internet property of JMB Marketing, LLC (“BiggerBidder™,” “we” or “us”).  You agree to the following BiggerBidder™ Website Terms and Conditions (“Terms and Conditions”), in their entirety, when you: (a) access or use the Site; and/or (b) submit an application to become a member of the Site (“Member” or “Membership”), which enables you to access various BiggerBidder™ products and/or services (collectively, and as further described below, the “BiggerBidder Services”).  The BiggerBidder™ Website Privacy Policy (“Privacy Policy”) and any and all other applicable BiggerBidder™ operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, are expressly incorporated herein by reference (collectively, the “Agreement”).  **Please review the Agreement carefully.  If you do not agree to the terms and conditions contained within the Agreement in its entirety, you are not authorized to use the Site in any manner or form whatsoever.**

**1. Scope of Agreement.**

You agree to the terms and conditions outlined in the Agreement with respect to your use of the Site including, but not limited to, your submission of an application to become a Member and/or your use of BiggerBidder Services.  The Agreement constitutes the entire and only agreement between you and BiggerBidder™ with respect to your registration for Membership, use of the BiggerBidder Services and/or use of the Site and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to your registration for Membership, use of the BiggerBidder Services, use of the Site, the content contained therein and/or other information provided by or through the Site and/or BiggerBidder Services.

**2. Modification of Agreement.**  We may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that: (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, “Dispute Resolution Provisions”) shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions (“Billing Provisions”) shall not apply to any charges incurred prior to the applicable amendment or modification.  The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Site and/or BiggerBidder Services.  By your continued use of the Site and/or BiggerBidder Services,  you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable).  Therefore, you should regularly check this page for updates and/or changes.  Unless explicitly stated otherwise, any future offer(s) or product(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Site and/or BiggerBidder Services shall be subject to the Agreement.  **You understand and agree that BiggerBidder™ is not responsible or liable in any manner whatsoever for your inability to use the Site, BiggerBidder Services and/or become a Member.**

**3. Requirements.**  The Site, Membership and BiggerBidder Services are available only to individuals that are at least eighteen (18) years of age, legal residents of the United States and that can enter into legally binding contracts under applicable law.

**4. Application Process/Account.**  In order to gain access to the BiggerBidder Services and/or become a Member, you must first submit the applicable registration form (“Application”) to BiggerBidder™ for review and initial approval.  BiggerBidder™ reserves the right, in its sole discretion, to deny the Application of anyone at any time and for any reason, whatsoever.  The information that you must supply on the Site in order to complete an Application may include, without limitation, your: (a) full name; (b) mailing address; (c) e-mail address; (d) date of birth; (e) gender; (f) credit card number and associated information; (g) PayPal® account information; and/or (h) any other information requested by us on the Application (collectively, “Registration Data”).  You agree to provide true, accurate, current and complete Registration Data, as necessary, in order to maintain it in up to date and accurate fashion.  BiggerBidder™ will verify and approve all Applications in accordance with its standard verification procedures.

If BiggerBidder™ approves your Application, BiggerBidder™ will set up your specific account (“Account”) and send a confirmation e-mail to the e-mail address that you provided at the time of registration.  The confirmation e-mail will contain the following information: (i) your user name; and (ii) your password.  You can access your Account at the Site using your user name and password, and then change your password and user name at your discretion.  You are responsible for maintaining the confidentiality of your Account, user name and password and for restricting access to your computer.  You agree to accept responsibility for all activities that occur through use of your Account, user name and password including, without limitation, any and all charges incurred through use of same.

Only one account per person will be allowed. If a person attempts to open more than one account, all accounts belonging to that person may be terminated without notice at our sole and absolute discretion and all bids forfeited.

**5.  Rejection/Termination.**  BiggerBidder™ may reject your Application and/or terminate your Membership at any time and for any reason, in our sole discretion.  Such reasons may include, without limitation: (a) where BiggerBidder™ believes that you are in any way in breach of the Agreement; and (b) where BiggerBidder™ believes that you are, at any time, conducting any unauthorized commercial activity by and through your Membership.

**6.  Description of BiggerBidder Services.**

(a) Marketplace/Auctions

In connection with providing the BiggerBidder Services to customers, BiggerBidder™ operates an online marketplace (the “Marketplace”) that enables certain Members (“Buyers”) to view, bid on and purchase certain products and/or services (collectively, “Products”) as made available by other Members and certain third parties (collectively, “Sellers”).  If you desire to become a Seller, you must first agree to the BiggerBidder Seller Agreement, which is incorporated herein by reference. For a copy of the BiggerBidder Seller Agreement, please [Click Here](http://www.biggerbidder.com/seller_agreement.php).  Where you qualify as a Seller, you shall be able to design your own personalized storefront, conduct auctions and otherwise offer for sale your Products through such storefront.

Each Product auctioned through the Marketplace is auctioned for a pre-designated auction period (“Auction Period”), but each such Auction Period is subject to extension where prospective Buyers place bids (“Bids”) on the subject Product during the last twenty (20) seconds of the applicable Auction Period (the “Countdown Period”).  The Bids placed for all auctions shall be in increments of One Cent ($0.01), Five Cents ($0.05) or Ten Cents ($0.10), depending on the pre-determined rules applicable to each auction (“Bidding Increment”).  Each time a prospective Buyer places a Bid on a Product during the Countdown Period, an extra twenty (20) seconds is added to that Product’s Auction Period, and the bidding price of the Product will be increased by the applicable Bidding Increment.

An auction ends when the Auction Period clock reaches zero.  Other than where there is a Reserve Price (as defined below), the auction winner (the “Winner”) is the last member to place a Bid, as determined solely by BiggerBidder’s™ records.  UPON THE END OF AN AUCTION, ALL BIDS USED ON THAT AUCTION, BY NON-WINNER(S), WILL EXPIRE AND WILL NOT BE CREDITED OR REFUNDED TO THE RESPECTIVE BIDDERS.  WINNERS WILL HAVE THE BIDS PLACED DURING THE WINNING AUCTION RETURNED TO THEM. Winners are required to pay the final Bid price, plus any applicable shipping and handling charges (together, the “Total Price”).  In order to facilitate communication regarding payment and shipment, the email address of each Winner will be made available to the applicable Seller whose Product was featured in the subject auction, and the e-mail address of that Seller shall be made available to the Winner**.**

**Notwithstanding the foregoing, neither they Winner nor the Seller shall be permitted to use the other party’s e-mail address for commercial purposes, or may share the other party’s e-mail address with any third party for any purpose whatsoever.Notwithstanding anything contained in the Agreement, BiggerBidder™ is not an auctioneer.  Although the Site may be referred to as an online auction website, it is important to realize that BiggerBidder™ is not a traditional auctioneer and, as such, is not subject to applicable state and federal auctioneer law.**

**You understand and agree that BiggerBidder™ is not responsible or liable in any manner whatsoever for you inability to place a Bid on an applicable Product.  You understand and agree that BiggerBidder™ is not responsible or liable in any manner whatsoever for your inability to use the BiggerBidder Services, including the Marketplace, or for any dispute between you and any Seller, manufacturer or distributor.  BiggerBidder™ shall not be liable to you or any third party for any claim in connection with any of the Products offered by any Seller, manufacturer or distributor.**

(b) Bidding Rules   
  
By placing a Bid on a Product, you are making a legally binding offer to purchase that Product at the then existing Total Price.  ONCE A BID IS USED, IT CANNOT BE CANCELLED OR REFUNDED.  In the event that you are a Winner, you hereby agree to complete the transaction and purchase the Product for the Total Price.  Failure to complete the transaction and purchase the Product for the Total Price shall constitute breach of the Agreement, render you liable for all damages arising therefrom, result in the forfeiture of your right to purchase the applicable Product, may result in the immediate termination of your Member Account and all Bids used to win that product shall expire and be non-refundable.

YOU ARE STRICTLY PROHIBITED FROM PLACING BIDS, OR CAUSING BIDS TO BE PLACED, ON ANY PRODUCT FOR THE PURPOSE OF ARTIFICIALLY INCREASING BIDDING PRICES, MANIPULATING THE BIDDING PROCESS OR INFLUENCING MEMBER BEHAVIOR.  
  
(c) Reserve Price Auctions  
  
In some cases, auctions will have a pre-determined minimum bid price at which the Seller is willing to sell the applicable Product (“Reserve Price”).  The Reserve Price will not be known to the prospective Buyers in advance, however, prospective Buyers will be notified in advance that an auction has a Reserve Price associated with the subject Product.  Where there is a Reserve Price in effect for a given auction, and the eventual Winner does not place a Bid that is equal to or greater than the Reserve Price, BiggerBidder™ shall offer the Winner the opportunity to purchase the Product at the Reserve Price.  Where the Winner refuses to purchase the Product at the Reserve Price, the Bids that the Winner placed in connection with that auction shall be refunded in full, and BiggerBidder™ shall offer the prospective Buyer that placed the second highest Bid in that auction (“First Runner Up”) the opportunity to purchase the Product at the Reserve Price.  Where the First Runner Up refuses to purchase the Product at the Reserve Price, the Bids that the First Runner Up placed in connection with that auction shall be refunded in full, and BiggerBidder™ shall offer the prospective Buyer that placed the third highest Bid in that auction (“Second Runner Up”) the opportunity to purchase the Product at the Reserve Price.  Where the Second Runner Up refuses to purchase the Product at the Reserve Price, the Bids that the First Runner Up placed in connection with that auction shall be refunded in full.  No other Bids will be refunded if an auction fails to reach the Reserve Price.  
  
(d) Auto-Bidder   
  
The automatic Bidder tool made available to prospective Buyers on the Site (“Auto-Bidder”) automatically places Bids on your behalf up to the maximum Bid amount set by you in advance (the “Maximum Bid”).  Your use of the Auto-Bidder constitutes a legally binding offer by you to purchase the applicable Product for an amount up to and including the Maximum Bid.  BIDS PLACED BY AUTO-BIDDER MAY NOT BE CANCELLED ONCE THE APPLICABLE AUCTION BEGINS AND SUCH BIDS ARE NON-REFUNDABLE.  YOU ARE STRICTLY PROHIBITED FROM USING ANY BIDDING SOFTWARE OR AUTOMATED BIDDING MECHANISM OTHER THAN THE AUTO-BIDDER OR OTHER SOFTWARE MADE AVAILABLE BY BIGGERBIDDER™.  You understand and agree that BiggerBidder™ is not responsible or liable in any manner whatsoever for your inability to use the Auto-Bidder.   
  
(e) Purchase; Payment   
  
In the event that you are a Winner, you will be notified by confirmation page, email or other mechanism that you have won the applicable auction, and you will be instructed to complete the transaction and purchase the Product for the Total Price.  You must remit payment of the Total Price to the applicable Seller within seventy-two (72) hours of the end of the applicable Auction Period via PayPal® or such other payment method specified on the Site for that auction.  FAILURE TO REMIT PAYMENT TO THE APPLICABLE SELLER WITHIN THAT SEVENTY-TWO (72) HOUR TIME PERIOD WILL RESULT IN THE FORFEITURE OF YOUR RIGHT TO PURCHASE THE APPLICABLE PRODUCT, AND ALL BIDS USED TO WIN THAT PRODUCT SHALL EXPIRE AND BE NON-REFUNDABLE.  All payments must be made in United States currency.    
  
(f) Products/Shipping   
  
**The Products are provided by the Sellers in all instances, and not BiggerBidder™.  The Products contain descriptions that are provided directly by the Sellers, manufacturers or distributors of such Products.  BiggerBidder™ does not represent or warrant that the descriptions of such Products are accurate or complete.  As a result, BiggerBidder™ has no control over: (i) the quality, safety or legality of the Products listed; (ii) the truth or accuracy of the listings; and/or (iii) the ability of the applicable Seller to sell the items listed.  Do not assume that the offer, sale, purchase, export or import of any item is valid and legal simply because it is listed on the Site.  You accept sole responsibility for the legality of your actions under laws applying to you.**

Unless otherwise stated at the time of the auction, Products will be shipped by the applicable Seller within seventy-two (72) hours of that Seller’s receipt of payment of the Total Price.  Delivery will be made by the Seller to the mailing address associated with your Account, or provided by you to the Seller via e-mail.  YOU BEAR THE SOLE RESPONSIBILITY FOR ENSURING THAT YOUR ADDRESS ON FILE WITH BIGGERBIDDER™ IS ACCURATE AND CURRENT.

(g)  Suspension or Termination of an Auction

BiggerBidder™ reserves the right to pause, extend and/or cancel any auction where BiggerBidder™ determines that: (i) there has been fraud committed in connection with the auction in question; (ii) the Site and/or software applicable to the auction are malfunctioning or otherwise inoperable; or (iii) the auction, or the activities of the applicable Sellers and/or prospective Buyers, is/are in violation of the Agreement.  BiggerBidder™ shall refund the Bids to any prospective Buyers where BiggerBidder™ terminates an auction; other than to those prospective Buyer(s) that BiggerBidder™ determines committed fraud or violated the Agreement in any way.

(h) Purchasing/Obtaining Bids

Before you can bid on a Product and use the Marketplace as a prospective Buyer, you must either obtain Bids for free through one of our promotional offers (as offered from time to time), or purchase Bids in packs of twenty (20), fifty (50), one hundred (100) or such other amount offered (collectively, “Bid Packs”) for the then current Bid Pack price, as listed on the Site or in other applicable marketing material.  All charges are payable in United States currency, and such amounts will appear on the statement of the credit card or debit card that you used during registration (“Active Credit Card”) as “biggerbidder.com.”  Failure to use the Bids and/or BiggerBidder Services does not constitute a basis for refusing to pay any of the associated charges.  Your Account may be deactivated, and access to the Site, Marketplace and BiggerBidder Services denied, for non-payment.  **BID PACKS ARE NON-REFUNDABLE.**  Once a Bid is used, it is deducted from the total number of Bids associated with your Account and cannot be used again.

Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of BiggerBidder™ in effect at any given time.  Upon reasonable prior written notice to you (with the posting of the changes on the Site sufficing), BiggerBidder™ reserves the right to change its Billing Provisions whenever necessary, in its sole discretion.  Continued use of the Site, Marketplace and/or BiggerBidder Services after the posting of such notice shall constitute consent to any and all such changes; provided, however, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification.

In addition, you agree not to hold BiggerBidder™ responsible for any overdraft charges or fees that you might incur in connection with your use of the Services and participation in the Marketplace.

BiggerBidder’s™ authorization to provide and bill for the BiggerBidder Services and/or Bid Packs is obtained by way of your electronic signature or, where applicable, via your physical signature and/or voice affirmation.  Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency.  BiggerBidder’s™ reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively.  Both laws specifically preempt all state laws that recognize only paper and handwritten signatures.  Where you fail to make any scheduled payment for accrued fees, such overdue amounts will be subject to interest charges in the amount of one and one half percent (1.5%) per month, compounded monthly.   Your Account may be deactivated, Membership terminated and access to the Site and BiggerBidder Services denied, for non-payment.

**7. Exchanges/Refunds.**  All Bid packs purchased are non-refundable.  Any and all Product refund requests, and inquires regarding defective Products, must be directed to the applicable Seller and not BiggerBidder™.

**8.  Ratings/Feedback/User History.**  As part of the BiggerBidder Services, after a Buyer has purchased a Product from a Seller via an auction on the Site, the Buyer and Seller involved in the transaction can assign ratings (“Ratings”) to each other, as well as enter comments regarding their experience (“Feedback” and together with the Ratings, “User History”).  Only a Buyer and Seller directly involved in a transaction together can provide User History with respect to the other.  User History is not designed for any purpose other than for facilitating transactions between Buyers and Sellers, and you agree that you shall not market or export your User History in/to any venue other than the Site.  We do not allow you to import feedback from other websites to the Site because such feedback does not reflect your reputation within the BiggerBidder™ community.  BiggerBidder™ undertakes no responsibility to monitor or otherwise police the User History provided by Buyers and Sellers.  Notwithstanding the foregoing, BiggerBidder™ reserves the right to alter, remove and/or suspend any User History in its sole discretion including, but not limited to, where BiggerBidder™ believes that such User History was the result of fraud, manipulation, dishonesty or is otherwise objectionable.

**You understand and agree that BiggerBidder™ is not responsible or liable in any manner whatsoever for any User History posted on, or otherwise made available by and through, the Site.  BiggerBidder™ shall not be liable to you or any third party for any claim in connection with any User History.**

**9.  Restrictions.**  As a Buyer or Seller utilizing the BiggerBidder Services, you agree that you are solely responsible for: (a) the Feedback, Ratings and/or other information that you publish, transmit and/or post on or through the Site and/or BiggerBidder Services; and (b) for your conduct in connection with the BiggerBidder Services.  You agree to use the BiggerBidder Services in a manner consistent with any and all applicable laws and regulations.  In connection with your use of the BiggerBidder Services including, but not limited to, posting User History you agree not to: (i) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any confidential information of any third party; (ii) display any audio files, text, photographs, videos or other images containing confidential information; (iii) display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in your community, as defined under applicable law; (iv) impersonate any person or entity; (v) “stalk” or otherwise harass any person; (vi) engage in unauthorized advertising to, or commercial solicitation of, Members; (vii) transmit any chain letters, spam or junk e-mail to other End-Users; (viii) express or imply that any statements you make are endorsed by BiggerBidder™, without our specific prior written consent; (ix) harvest or collect personal information of Members whether or not for commercial purposes, without their express consent; (x) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents; (xi) post, distribute or reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (xii) remove any copyright, trademark or other proprietary rights notices contained on the Site; (xiii) interfere with or disrupt the BiggerBidder Services, Marketplace, Site, auctions and/or the servers or networks connected to same; (xiv) post, offer for download, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xv) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party, including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. “spamware”), services that send unsolicited advertisements, programs designed to initiate “denial of service” attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet; (xvi) “frame” or “mirror” any part of the Site, without our prior written authorization; (xvii) use metatags or code or other devices containing any reference to BiggerBidder™, the BiggerBidder Services, Marketplace, Site and/or auctions in order to direct any person to any other website for any purpose; (xviii) post any material that could be considered libelous, defamatory, hate speech, obscene or otherwise objectionable; (xiii) manipulate the software, technology, network and/or other functionality associated with the Marketplace and/or auctions in order to Win auctions or otherwise affect the results of same; and/or (xix) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the BiggerBidder Services, Marketplace, auctions and/or Site or any software used on or for the BiggerBidder Services, Marketplace, auctions and/or Site.  Engaging in any of the aforementioned prohibited practices shall be deemed a breach of the Agreement and may result in the immediate termination of your Account, Membership and access to BiggerBidder Services, Marketplace, auctions and/or Site without notice, in the sole discretion of BiggerBidder™.  BiggerBidder™ reserves the right to pursue any and all legal remedies against Members and other individuals that engage in the aforementioned prohibited conduct.

**10. Cancellation of Membership.**  You may cancel your Membership at any time if you are not completely satisfied.  To cancel your Membership, you must contact BiggerBidder™ customer service via telephone at (800) 392-4346 begin\_of\_the\_skype\_highlighting            (800) 392-4346      end\_of\_the\_skype\_highlighting, 24/7/365.  Please have your e-mail address and other Registration Data available for efficient processing of your cancellation order.  You shall not receive any refund for amounts previously paid up to the date of cancellation or termination and you remain liable for any and all unpaid charges billed by BiggerBidder™.  You understand and agree that cancellation of your Membership is your sole right and remedy with respect to any dispute with BiggerBidder™.  Upon any termination and/or cancellation of your Membership, your license grant, as set forth in Section 11 hereinbelow shall immediately terminate.

**11. License Grant.**  As a user of the Site, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Site, BiggerBidder Services, Marketplace, auctions, User History and any and all associated content (collectively, “Content”).  BiggerBidder™ may terminate this license at any time for any reason.  Unless otherwise expressly authorized by BiggerBidder™, as a visitor to the Site, you may only use the Content for your own personal, non-commercial use.  No part of the Content may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical.  You may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Content from the Site except as expressly permitted by BiggerBidder™.  You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Content and/or any portion thereof.  You may not create any “derivative works” by altering any aspect of the Content.  You may not use the Content in conjunction with any other third-party content.  You may not exploit any aspect of the Content for any commercial purposes not expressly permitted by BiggerBidder™.  You further agree to indemnify and hold harmless BiggerBidder™ for your failure to comply with this Section 11.  BiggerBidder™ reserves any rights not explicitly granted in the Agreement.

**12.  Proprietary Rights.** The Content, organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to the Content are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights.  The copying, redistribution or publication by you of any part of the Content is strictly prohibited.  You do not acquire ownership rights to any Content, document, software, services or other materials viewed at or through the Site and/or BiggerBidder Services.  The posting of information or material at the Site or through the BiggerBidder Services does not constitute a waiver of any right in or to such information and/or materials.

**13.  Legal Warning.**  Any attempt by any individual, whether or not a Member, to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Site, Marketplace, auctions, User History and/or BiggerBidder Services is a violation of criminal and civil law and BiggerBidder™ will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

**14. Indemnification.**  You agree to indemnify and hold BiggerBidder™, its parents and subsidiaries, and each of their respective members, officers, directors, employees, agents, co-branders, content licensors and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys’ fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Site, BiggerBidder Services, Marketplace, User History, Content and/or Products; (b) your breach of the Agreement; (c) any dispute between you and any Buyer, Seller or other Member; and/or (d) your violation of any rights of another individual and/or entity.  The provisions of this Section 14 are for the benefit of BiggerBidder™, its parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys.  Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**15. Disclaimer of Warranties.**  THE SITE, BIGGERBIDDER SERVICES, MARKETPLACE, USER HISTORY, PRODUCTS, CONTENT AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE SITE, ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE).  IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, BIGGERBIDDER™ MAKES NO WARRANTY THAT THE SITE, BIGGERBIDDER SERVICES, MARKETPLACE, USER HISTORY, PRODUCTS, CONTENT AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE SITE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) WILL HAVE SECURITY METHODS EMPLOYED THAT WILL BE SUFFICIENT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SITE, OR AGAINST INFRINGEMENT; AND/OR (E) WILL BE ACCURATE OR RELIABLE.  THE SITE, BIGGERBIDDER SERVICES, MARKETPLACE, USER HISTORY, PRODUCTS, CONTENT AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE SITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.  BIGGERBIDDER™ WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE SITE.  NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BIGGERBIDDER™ OR OTHERWISE THROUGH OR FROM THE SITE OR BIGGERBIDDER SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

**16. Limitation of Liability.**  YOU EXPRESSLY UNDERSTAND AND AGREE THAT BIGGERBIDDER™ SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BIGGERBIDDER™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE SITE, BIGGERBIDDER SERVICES, MARKETPLACE, USER HISTORY, PRODUCTS, CONTENT AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE SITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE SITE OR BIGGERBIDDER SERVICES; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; (D) THE INABILITY TO WIN AN AUCTION; AND (E) ANY OTHER MATTER RELATING TO THE SITE, BIGGERBIDDER SERVICES, MARKETPLACE, USER HISTORY, PRODUCTS, CONTENT AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE SITE.  THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS.  YOU HEREBY RELEASE BIGGERBIDDER™ FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN.  IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF BIGGERBIDDER™ TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS ($500.00).  **NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE SITE, BIGGERBIDDER SERVICES, MARKETPLACE, USER HISTORY, PRODUCTS, CONTENT AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE SITE, MAY BE BROUGHT BY YOU OR BIGGERBIDDER™ MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION.**  THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND BIGGERBIDDER™.  ACCESS TO THE SITE AND/OR THE BIGGERBIDDER SERVICES WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.  SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS BIGGERBIDDER’S™ LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**17. Third Party Websites.**  The Site contains links to other websites on the Internet that are owned and operated by third parties.  BiggerBidder™ does not control the information, products or services available on these third party websites.  The inclusion of any link does not imply endorsement by BiggerBidder™ of the applicable website or any association with the website’s operators.  Because BiggerBidder™ has no control over such websites and resources, you agree that BiggerBidder™ is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from any such websites or for the protection of your data privacy by third parties.  Any dealings with, or participation in promotions offered by, advertisers on the Site, including the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the applicable advertiser or other third party. You further agree that BiggerBidder™ shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.

**18.  Editing, Deleting and Modification.**  We reserve the right in our sole discretion to edit and/or delete any documents, information or other content appearing on the Site.

**19.  User Information.**  All materials that you submit through or in association with the Site including, without limitation, your Registration Data shall be subject to the Privacy Policy.  For a copy of the Privacy Policy, please Click Here.

**20.  Dispute Resolution Provisions.** The Agreement shall be treated as though it were executed and performed in Atlanta, Georgia and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles).  Should a dispute arise concerning the BiggerBidder Services, the Site, Membership, Marketplace, User History, Products, the terms and conditions of the Agreement or the breach of same by any party hereto, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in Atlanta, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.  Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction.  Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration.  To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against BiggerBidder™ and its employees, officers, directors, members, representatives and assigns.  You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit.  You agree to pay the attorney’s fees and court costs that BiggerBidder™ incurs in seeking such relief.  This provision preventing you from bringing, joining or participating in class action lawsuits: (a) does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (b) is an independent agreement.

**21.**  **Miscellaneous.** To the extent that anything in or associated with the Site, Marketplace, BiggerBidder Services or Seller Agreement is in conflict or inconsistent with these Terms and Conditions, these Terms and Conditions shall take precedence.  Our failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.  The parties do not intend that any agency or partnership relationship be created through operation of the Agreement.

**22. Contact Us.**  If you have any questions about the Agreement, the Site and/or the BiggerBidder Services, please feel free to e-mail us at: cservice@biggerbidder.com; or mail us at: BiggerBidder.com, 5887 Glenridge Dr., Ste. 400, Sandy Springs, GA 30328.

**PRIVACY POLICY**

Effective Date: November 23, 2010

**BiggerBidder™ Website Privacy Policy**

Thank you for visiting the BiggerBidder™ website located at www.biggerbidder.com (the “Site”).  The Site is an Internet property of JMB Marketing, LLC (“BiggerBidder™,” “we” or “us”).  BiggerBidder™ has created this Privacy Policy in order to disclose our information gathering and dissemination practices.  We understand the importance that Internet users place on privacy and have designed our Site with this in mind.  BiggerBidder™ is fully committed to 100% permission-based marketing.  You agree to this Privacy Policy, in its entirety, when you: (a) access or use our Site; and/or (b) register as a Member (as that term is defined in the BiggerBidder™ Website Terms and Conditions (the “Terms and Conditions”)), which provides you with access to: (i) the auction-style Marketplace; (ii) User History (as defined below), which includes comments, feedback and ratings regarding the Sellers and Buyers participating on the Site; and/or (iii) other BiggerBidder Services.

Any capitalized terms not defined herein shall have the meaning set forth in the Terms and Conditions.

**If you are a resident of the State of California and would like to opt-out from the disclosure of your Personal Information (as defined below) to any third-party for marketing purposes, please contact us at cservice@biggerbidder.com.  Please be advised that where California residents opt-out from permitting their Personal Information to be shared, such individuals may still receive selected offers directly from us, in accordance with the law.**

**Information Collected**

**Services**

To accomplish our goal of fostering interaction between our Site’s Buyers and Sellers, making the Marketplace valuable to Members, providing the BiggerBidder Services and providing other products and/or services, we may need to gather personal information on the Membership application form, and other registration forms, which may include, without limitation: your: (a) full name; (b) mailing address; (c) e-mail address; (d) date of birth; (e) gender; (f) credit card number and associated information; (g) PayPal® account information; and/or (h) **any other information requested by us on the applicable registration form** (collectively, “Registration Data”).  For purposes of this Privacy Policy, items (f) and (g) in the preceding sentence shall be considered “Sensitive Information.”  The aforementioned Registration Data, together with information regarding your transactions with BiggerBidder™ (which may include, but is not limited to, your payment history) is referred to collectively herein as “Personal Information.”  **We may also collect your Personal Information when you otherwise agree to the terms of this Privacy Policy at the Site, but do not complete the full registration process.**

**Use of Personal Information**

Any Personal Information that you submit at the Site remains your property.  However, by submitting that information to us, you grant to us the right to use your Personal Information (other than Sensitive Information), subject to applicable state and federal law, for any legal purpose including, without limitation: (a) marketing purposes, such as sharing or transferring your information (other than Sensitive Information) with/to third-party advertisers; (b) providing promotional offers to you by means of e-mail advertising, telemarketing, SMS text-based marketing (where and to the extent permitted by applicable law), direct mail marketing, pop-ups, pop-unders and/or online banner advertising; (c) tracking compliance with our [Terms and Conditions](http://www.biggerbidder.com/terms.php) and, if applicable, the [BiggerBidder Seller Agreement](http://www.biggerbidder.com/seller_agreement.php) (“Seller Agreement”) ; and (d) for validation, suppression, content improvement and feedback purposes.  Without limiting the generality of the foregoing, we reserve the right to share, sell, rent, lease and/or otherwise distribute any and all Personal Information (other than Sensitive Information) with/to any third-party for any and all uses permitted by this Privacy Policy and applicable law.  These third-parties may include, without limitation, providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation, telemarketers, e-mail marketers and SMS text-based marketers (where and to the extent permitted by applicable law).  We may also use your Personal Information for any marketing and survey purpose on our own behalf and that of our affiliates and subsidiaries.  BiggerBidder™ may disclose Personal Information to third-party agents and independent contractors that help us conduct our marketing and survey efforts.  You agree that we may contact you at any time with updates and/or any other information that we may deem appropriate for you to receive in connection with your continued use of the Site.

We also reserve the right to release current or past member/user information in the event that: (i) we believe that the Site, Marketplace and/or BiggerBidder Services is/are being or has been used to commit unlawful acts; (ii) if the information is subpoenaed or otherwise required in a court proceeding; (iii) in the event that you violate or breach an agreement with BiggerBidder™; (iv) we believe that you will harm the property or rights of BiggerBidder™ or those of BiggerBidder’s™ Members, partners and/or affiliates; (v) if we are sold or acquired; or (vi) when we otherwise deem it necessary or appropriate.

By agreeing to this Privacy Policy, you hereby consent to disclosure of any record or communication to any third-party when we, in our sole discretion, determine the disclosure to be appropriate including, without limitation, sharing your e-mail address with other third-parties for suppression purposes in compliance with the requirements of the CAN-SPAM Act of 2003, as amended from time to time (“CAN-SPAM”).

By registering at the Site, you agree that such act constitutes an inquiry and/or application for purposes of the Amended Telemarketing Sales Rule (16 CFR §310 et seq.), as amended from time to time (the “Rule”) and applicable state do-not-call regulations.  As such, notwithstanding that your telephone number may be listed on the Federal Trade Commission’s Do-Not-Call List, and/or on applicable state do-not-call lists, we retain the right to contact you via telemarketing in accordance with the Rule and applicable state do-not-call regulations.

In addition, by submitting your Personal Information at the Site, you agree to receive mobile marketing including, but not limited to, text-message based marketing, from us and our third party advertisers and marketers (where, and to the extent that, such marketing is permitted by applicable law).  As such, notwithstanding that your mobile telephone number may be listed on state and/or federal Do-Not-Call registries, we retain the right to contact you via text-message based marketing in accordance with applicable state and federal law.  Further, you agree that we reserve the right to share, sell, rent, lease and/or otherwise distribute your mobile telephone and other mobile data with/to any third-party for any and all marketing and non-marketing uses permitted by this Privacy Policy and applicable law.

**Use of Sensitive Information**

To the extent that BiggerBidder™ collects your credit card and/or PayPal®-specific information, if ever, we will use that information to process and complete any BiggerBidder Service-related transactions that you request.  By submitting your credit card information to us, you authorize BiggerBidder™ to periodically verify that your credit card account continues to be a valid and active one by charging, and thereafter immediately crediting, a small sum to the card.  Such verification may be conducted through a third-party and, in that case, BiggerBidder™ would share your specific credit card information with this third-party for verification purposes.  Apart from said uses, we will not share your credit card information with any third-parties (other than as set forth above and with consumer credit agencies) without your prior informed consent.  Notwithstanding the foregoing, BiggerBidder™ reserves the right to share with third-parties the fact that we have credit card information on file for specific users, but we will not share your specific credit card information with third-parties without your prior informed consent.

**Transaction E-mails**

**In order to facilitate communication regarding payment and shipment for the Products featured in the auctions on the Site, the email address of each Winner will be made available to the applicable Seller whose Product was featured in the subject auction and, in turn, the e-mail address of that Seller shall be made available to the Winner. Where you participate in an auction on the Site, you agree that your e-mail address may be shared with the applicable: (a) auction Winner where you are a Seller; and (b) Seller where you are the auction Winner.  E-mail messages that you receive from Sellers and/or Buyers may contain comments, opinions, information and other content that is provided directly by such Sellers and/or Buyers.  BiggerBidder™ shall have no obligations and incur no liabilities to you or any other Members in connection with any such comments, opinions, information and/or other content appearing within such e-mail messages. Further, BiggerBidder™ has no responsibility or liability relating to the security measures taken, and any use of your e-mail address, by any applicable Buyer and/or Seller.**

**User History**

As part of the BiggerBidder Services, after a Buyer has purchased a Product from a Seller via an auction on the Site, the Buyer and Seller involved in the transaction can assign ratings (“Ratings”) to the other, as well as enter comments regarding their experience (“Feedback” and together with the Ratings, “User History”).  Only a Buyer and Seller directly involved in a transaction together can provide User History with respect to the other.  User History is not designed for any purpose other than for facilitating transactions between Buyers and Sellers.  If you provide User History on the Site, you should be aware that any personally identifiable information that you submit there can be read, collected or used by other users of these forums, and could be used to send you unsolicited messages.  We are not responsible for the personally identifiable information that you choose to submit in connection with User History.

**Non-Personal Information**

**We automatically track certain non-personally identifiable information based upon your behavior on the Site.  This non-personally identifiable information may include the URL that you just came from, your computer browser information and your Internet Protocol (“IP”) address.  Your IP address is a unique Internet “address” which is assigned to you by your Internet Service Provider (“ISP”).  While the IP address does not identify an individual by name, it may, with the cooperation of the ISP, be used to locate and identify an individual using the Internet.  Your IP address can, however, reveal what geographic area you are connecting from, or which ISP you are using. Finally, the other websites that you visit have IP addresses, and we may collect the IP addresses of those websites and their pages, as well.**

We use the non-personally identifiable information that we collect to improve the design and content of our Site and to enable us to personalize your Internet experience.  We also may use this information in the aggregate to analyze Site usage, as well as to offer you products and services.  We may share with third-parties certain Site usage information for the purpose of tracking the performance of the Marketplace, BiggerBidder Services, other Site functions and upgrading visitor information used in reporting statistics.  For this purpose, we may track some of the pages that you visit at our Site through the use of pixel tags (also called clear gifs).  By submitting information at and/or registering at the Site, you agree to allow us to share such Site usage information with third-parties.We also may use “cookies” to enhance your experience in using our Site.  Cookies are text files that we place in your computer's browser to store your preferences.

We use cookies to understand Site usage, to personalize your experience and to improve the Marketplace, BiggerBidder Services and other offerings on our Site.  To find out more about cookies, please visit [**www.cookiecentral.com**](http://www.cookiecentral.com/).  To disable and reject certain Cookies, please reference the above website for specific browser disabling information.  Where a user rejects a cookie, he or she may not be able to access and/or use all features on the Site.

**Aggregate Information**

BiggerBidder™ reserves the right to transfer and/or sell aggregate or group data about BiggerBidder™ users for lawful purposes.  Aggregate or group data is data that describes the demographics, usage or other characteristics of BiggerBidder™ users as a group without disclosing personally identifiable information. Subject to applicable state and federal law, by submitting your Personal Information to, and/or using the Site, you agree to allow BiggerBidder™ to transfer and/or sell such aggregate data to third-parties.

# Other Websites/Third-Party Privacy Practices

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The Site may contain links to other third-party owned and/or operated websites including, but not limited to, websites owned and/or operated by Buyers and/or Sellers.  BiggerBidder™ is not responsible for the privacy practices of such third parties, or the content of such websites.  In some cases, you may be able to make a purchase through or from one of these third-parties.  In these instances, you may be required to provide certain information, such as a PayPal® information, credit card number and/or shipping address, to register or complete a transaction with such third party.  These third-parties and/or third-party websites have separate privacy and data collection practices and BiggerBidder™ has no responsibility or liability relating to them.  We do not endorse, nor are we responsible for the accuracy of, the privacy policies and/or terms and conditions of each Buyer, Seller or third-party advertiser that may advertise at the Site.  The Buyers, Sellers and entities that advertise and/or place banner ads at the Site are independent third-parties and are not affiliated with us.

# Security

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All collected information is stored in a technically and physically secure environment. When our registration/application process asks users to enter Sensitive Information, and when we store and transmit such Sensitive Information, that Sensitive Information is encrypted and is protected with SSL encryption software.  While we use SSL encryption to protect Sensitive Information online, we also do everything in our power to protect all Personal Information both online and off-line.  Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure.  As a result, while we strive to protect your Personal Information, we cannot ensure or warrant the security of any Personal Information that you transmit to us, and you do so at your own risk.   Once we receive your transmission, we make reasonable efforts to ensure its security on our systems.  Access to your Personal Information is strictly limited, and not accessible to the public.  All of our users’ Personal Information, not just Sensitive Information, is restricted in our offices.  Only employees who need the information to perform a specific job (for example a customer service representative) are granted access to Personal Information.  Our employees are dedicated to ensuring the security and privacy of all BiggerBidder™ users’ Personal Information.  Employees not adhering to our security policies are subject to disciplinary action.  In compliance with applicable federal and state law, we shall notify you and any applicable regulatory agencies in the event that we learn of an information security breach with respect to your Personal Information.  You will be notified via e-mail in the event of such a breach.  Please be advised that notice may be delayed in order to address the needs of law enforcement, determine the scope of network damage and to engage in remedial measures.

**Deleting and Updating Your Information**

At your request, we will inform you of what Personal Information we have on file for you.  In addition, at your request, we will remove Personal Information that you have provided to us, or that we have collected.  You may contact us via e-mail at: cservice@biggerbidder.com.  Please be advised that instructing us to delete your Personal Information will only result in the deletion of the Personal Information contained in our database.  This deletion will not change or delete Personal Information which may have already been shared with third parties, all as provided above in this Privacy Policy.  You will need to contact the third parties that contact you directly to change your preferences regarding their use of your Personal Information.

# Opt-Out/Unsubscribe

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To stop receiving future communications from BiggerBidder™, please contact us at cservice@biggerbidder.com.  During registration, application, purchase and/or when you otherwise submit Personal Information to us at the Site, you have opted-in and authorized us to share your Personal Information (other than Sensitive Information) with third-parties for marketing purposes.  When contacted by any of these companies or third parties, you should notify them directly of your choices regarding their use of your information.  To opt-out of having your information shared with third-parties, please contact us at cservice@biggerbidder.com.  When contacted by any of these companies or third parties, you should notify them directly of your choices regarding their use of your information.

# Minors

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No information should be submitted to, or posted at, the Site by visitors under eighteen (18) years of age.  Persons under eighteen (18) years of age are not permitted to access the Site.  We encourage parents and guardians to spend time online with their children and to participate and monitor the interactive activities of their children.

# Changes in Privacy Policy

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BiggerBidder™ reserves the right to change or update this Privacy Policy at any time by posting a notice on the Site that we are changing our Privacy Policy.  If the manner in which we use personally identifiable information changes, BiggerBidder™ will notify its users by posting the update Privacy Policy on the Site and: (a) sending the modified policy to its Members via email; and/or (b) by any other reasonable means acceptable under applicable state and federal law.  You will have a choice as to whether or not we use your information in this different manner.  At any time that you do not agree with the changes, you must opt out from receiving future communications from us (see the “Opt-Out/Unsubscribe” section above).  Failure to opt out after notice of any such changes constitutes an affirmative acknowledgement and acceptance by you of the modified Privacy Policy.

# Contact Us

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If you have any questions about this Privacy Policy or the privacy practices of BiggerBidder™, please feel free to e-mail us at: cservice@biggerbidder.com;  or mail us at: BiggerBidder.com, 1100 Hammond Drive NE, #410A-202, Atlanta, GA 30328.  **Filing a Complaint with the Federal Trade Commission**To file a complaint regarding our privacy practices, please [click here](https://www.ftccomplaintassistant.gov/FTC_Wizard.aspx?Lang=en).