

# HuntingMoon Marketplace Terms & Conditions

The HuntingMoon Marketplace (“HuntingMoon” or the “Service”) is intended as a self-service platform for Buyers/Bidders (the “Buyer” or “Buyers”) & Sellers (the “Seller” or “Sellers”) to purchase, offer for purchase, auction, and negotiate for items/property/inventory owned by Sellers (the “Item” or “Items”).

Sellers may auction or list their Items for sale by purchasing Listing Credits while logged into their HuntingMoon Marketplace account. Buyers may browse, purchase, bid, make offers and negotiate for the Items listed by Sellers. HuntingMoon will facilitate the completion of transactions between Buyers and Sellers, as necessary.

**BY USING THE HUNTINGMOON MARKETPLACE SERVICE & WEBSITE YOU, THE USER, AGREE TO BE BOUND BY THE TERMS & CONDITIONS OF THIS AGREEMENT.**

## 1. MARKETPLACE USER TERMS

- All Marketplace Users must be at least 18 years old, fully authorized and legally competent to execute this Agreement.
- HuntingMoon reserves the right, at its discretion, to halt or suspend any auction, listing, bid, negotiation, or pending property transfer at any time.
- All Users are responsible for the truth and accuracy of any information provided publicly or privately to HuntingMoon, or the Service, or to other Users during the registration, bidding, listing or closing/transfer process, in any public or private message area, or through any other Service feature.
- HuntingMoon may suspend or terminate any User account if determined to have engaged in any fraudulent activity in connection with the website or Service, or for any violation or breach of this Agreement.
- Users of the Service may not attempt to circumvent the payment of Success Fees by completing a contemplated transaction outside of the HuntingMoon platform or Service.
- Users may not publicly disseminate or otherwise re-publish any information or data contained in auctions or listings marked “Private” and made available only via login.
- HuntingMoon will provide safe property transfer services once an Item has been fully paid for; however, Buyer may instead elect to use a third-party escrow service, at Buyer’s own additional expense. HuntingMoon does NOT provide escrow services, however HuntingMoon will act as Broker during a third-party escrow.
- Users may not employ the use of HuntingMoon Affiliate links to “self-purchase” Items or credits in order to effectuate any type of self-created discount, rebate or coupon. Nor may Users conspire with other Users or third-party entities to use HuntingMoon Affiliate links as part of any discount, rebate, or coupon network, club, association or similar type grouping.
- Any breach or violation of this Agreement voids the HuntingMoon Privacy Statement posted on the HuntingMoon website, as pertains to a resolution of such breach.

## 2. AUCTION, LISTING, NEGOTIATION & TRANSFER: GENERAL RULES OF OPERATION

- Auction listings may be created to last for either 3, 7, 14 or 30 days from their start date.
- “For Sale” listings are active for 45, 90, 120 or 180 days from their start date.

- All listings may be scheduled to start up to 21 days in advance.
- The minimum Start Price for any Item is \$40.00 (forty dollars).
- On listings created by Sellers who have enabled Negotiations, Buyers may make offers to Sellers (and Sellers may counter) in hopes of reaching an agreed upon purchase price. Offers and Counter-Offers by Buyers and Sellers are valid for 5 days, and are binding on the Offeror. Negotiations will expire 5 days after the last action by either the Buyer or Seller, but may be re-initiated with a new offer during the listing period.
- During an active Negotiation, for the first 48 hours after a new offer is received from a Buyer, a Seller may elect to convert a “For Sale” listing into a 3-day Auction with no Reserve Price, with the Buyer’s latest offer as the opening bid. If the Buyer is the high bidder at the conclusion of this auction, the Buyer is contractually obligated to purchase the Item at the high bid/offer price.
- The minimum bid increment for any subsequent bid is based on the current high auction bid:
 

○ High Bid: Less than \$500	Minimum Bid Increment: \$5
○ High Bid: Between \$500 and \$999	Minimum Bid Increment: \$10
○ High Bid: Between \$1,000 and \$1,999	Minimum Bid Increment: \$20
○ High Bid: Between \$2,000 and \$4,999	Minimum Bid Increment: \$50
○ High Bid: Between \$5,000 and \$9,999	Minimum Bid Increment: \$100
○ High Bid: \$10,000 or more.	Minimum Bid Increment: \$250
- New auction bids received during the last 5 minutes of an auction will automatically advance the auction end time to 5 minutes from that last bid time, in order to prevent auction sniping.
- Active Negotiations may automatically increase the listing time of a “For Sale” Item to accommodate time for a response to an Offer or Counter-Offer.
- All listing types allow the Seller to optionally specify a Buy Now Price for the immediate purchase of an Item by a motivated Buyer.
- If a Reserve Price is set for an auction, the Item will not sell if the final high bid does not reach or exceed the Reserve Price when the auction closes.
- Once a Reserve Price has been met, it cannot be changed by the Seller.
- If a Buyer places a maximum high bid that meets or exceeds an unmet Reserve Price, the current high bid will immediately advance to meet the Reserve Price, regardless of the previous bid history.
- In the event that an Auction with a Reserve Price ends with a high bid that does not meet the Reserve Price, the Seller may elect to offer the high bidder a “Last Chance” offer to buy that Item at the previous high bid price. A Seller has 48 hours after the close of an auction to elect to send a Last Chance offer, and the Buyer then has an additional 48 hours to accept that offer.
- Unless the Buyer requests and pays for the use of a third-party property transfer or escrow service, HuntingMoon shall provide “safe-transfer” services by collecting and verifying Buyer’s payment, and releasing payment proceeds to the Seller upon verification that the Item has been received and accepted by the Buyer. HuntingMoon does NOT provide escrow services.
- Users acknowledge that, in rare circumstances, some transactions may not be successfully completed, even though the Buyer and/or the Seller may have fully performed. In such cases, upon determination & notice by HuntingMoon, the ONLY remedy will be that Buyer's payment shall be timely refunded by HuntingMoon, after all Items that may have already transferred to the Buyer are returned to the Seller’s full possession. In these situations, both the Buyer and the Seller have an obligation to act in good faith and fully cooperate in timely voiding or reverting any unsuccessful transaction.
- Users understand that, upon proper proof of Item Transfer provided by a Seller, HuntingMoon may

determine that the Buyer has received the Item, and that the Buyer's Inspection Period should commence at once.

- Users acknowledge that the Buyer's Inspection Period after the receipt of an Item during a Transfer depends upon the Item type, as follows:
  - Single Domain Name: 48 hours
  - Domain Portfolio: 72 hours
  - iOS App: 24 hours
  - Developed Website: 5 business days
  - Other Items: 72 hours

If the Buyer does not specifically indicate non-acceptance during this Inspection Period, and has not otherwise indicated acceptance of the Item, HuntingMoon may auto-accept on behalf of the Buyer to move the transaction towards completion.

- All Feedback and Questions/Answers submitted by Users must be truthful, non-offensive and non-defamatory. HuntingMoon reserves the right to remove any Feedback or Question/Answer entry from the Service for any reason.

### **3. BUYER OBLIGATIONS & ACKNOWLEDGEMENTS**

- Buyer understands that placing a bid, agreeing to purchase, or making an offer, is a binding legal contract to perform, if properly accepted by the Seller. As a Buyer, if you have the highest bid at the end of an auction, at or above any Reserve Price, you have accepted the Seller's offer and are obligated to purchase the Item at the stated bid price. Similarly, if an offer you make is timely accepted by the Seller (or you choose to use the Buy Now feature to purchase immediately) you are obligated to purchase the Item at the agreed upon price.
- Buyer understands that bids placed below a Reserve Price may become successful such that their below Reserve Price bid is still binding. This occurs when a Seller decides to lower their Reserve Price to an amount equal to, or below, the Maximum Bid of the current high bidder.
- Buyer understands that all Seller data is "stated" and is not verified by HuntingMoon. HuntingMoon aims to provide a fraud-free service and will timely ban any Sellers who have knowingly provided any false or misleading information. However, all Items are sold as-is, and HuntingMoon urges all Buyers to perform proper due diligence before any purchase.
- Buyer may not make direct contact with the Seller in order to circumvent the auction/listing process. For specific questions about an Item, please use the "Contact the Seller" link on the Item's web page to make sure your message is properly delivered.
- Buyers may not engage in any form of bid manipulation, such as pulling other bidders to their maximum bid, then retracting the high bid, and then re-bidding at a small increment above the legitimate high bidder.
- Buyer should make arrangements to pay for any purchased Item within 7 business days of the closing of a won auction, purchasing via Buy Now, or otherwise accepting or being notified of the acceptance of any offer. If Buyer is unable to timely make arrangements for payment, Buyer must immediately notify HuntingMoon.
- Buyers may pay for Items using a credit card, bank wire transfer, or PayPal, depending on the purchase amount. Transactions totalling more than \$5,000.00 (five thousand dollars) must be paid via bank wire transfer. Transactions under \$500.00 (five hundred dollars) must be paid via credit card. PayPal payments for Items are available only upon Buyer request & direct HuntingMoon approval. Specifically available payment options will be displayed at the time of purchase.

- All Item purchases made via credit card require a signed & faxed (or scanned & emailed) copy of the HuntingMoon Credit Card Authorization form, available via Buyer's login.
- Buyers of adult-category Items certify that they have the legal right to purchase Items intended for adults-only in their jurisdiction.
- Buyers must immediately acknowledge the receipt of any Item during Transfer in order to timely commence the Buyer's Inspection Period, or risk HuntingMoon making that determination, as described above.
- If a Buyer does not timely complete the initial property transfer of the Item, the Buyer may be required to pay any additionally accrued fees incurred during the delay, such as domain name registration renewal fees.
- Once transferred, it is the sole responsibility of the Buyer to maintain any future registration and/or renewal fees of the purchased Item, including satisfying any residency requirements/restrictions on certain Items.
- HuntingMoon does not check to see whether any Item you select to bid/offer on infringes any legal rights of others. HuntingMoon urges Buyers to investigate to see whether the Item you select (or its use) infringes the legal rights of others. Please consider seeking one or more opinions from competent trademark attorneys in connection with any Item bid or offer. Buyer agrees to assume all responsibility in selecting Items to bid/offer on and/or acquire. As such, Buyer's right to the use and/or enjoyment of any Item acquired through the Service is not guaranteed.
- Buyer understands that any Listing Credits purchased for use as a Seller, may not be used to complete the purchase of any Auction or Listing Item.

#### **4. SELLER OBLIGATIONS & ACKNOWLEDGEMENTS**

- Seller understands that offering an Item for sale or auction, or making a Counter-Offer during Negotiations, is a binding legal contract to perform, if properly accepted by the Buyer. In such cases, Seller may not improperly refuse to perform.
- Seller warrants that it has all rights, interests and proper authority to offer any Items for sale or auction via the Service, and understands that it must immediately remove any listings if, and when, the case is otherwise.
- Seller may not manipulate the auction price of their own Items, either by using a shill bidder or by bidding themselves.
- Seller must accurately describe any Item offered for sale, and truthfully answer any questions asked by Buyers.
- Seller must not distort, embellish or omit any relevant information related to the sale of any Item.
- Seller may not use irrelevant, inappropriate, or trademarked words or phrases in any listings or tags in order to manipulate search results.
- Seller understands that HuntingMoon reserves the right to edit or reclassify any listing information, for any reason, in the best interests of the Service.
- Seller may not list any Items for sale that are illegal, or otherwise prohibited from sale, in either their own jurisdiction, the State of California, or the United States.
- Seller may not list any adult-category Items for sale that are in any way connected, directly or indirectly, with child pornography or rape-related content.
- Seller understands that HuntingMoon reserves the right to deem ANY Item inappropriate for sale via the Service, at any time, and to promptly remove such Item, with or without notice. HuntingMoon, at its sole discretion, will then determine Seller's eligibility 1) to remain a User of the Service, and 2) to

receive a possible re-issuance of Listing Credits, on a case-by-case basis.

- Seller understands that there are absolutely no refunds on the purchase of Listing Credits.
- Seller understands that Listing Credits do not expire.
- Seller understands that the “Featured Listing” Upgrade does not guarantee any amount of Home page placement or exposure.
- Seller understands that the “Private Listing” Upgrade does not actually guarantee any listing is completely private. Access to Private Listing information is only granted to logged in Users.
- Seller understands that most listing information is editable for the first 1 (one) hour after posting in order to correct any mistakes or add any forgotten information, unless a bid/offer has already been placed/made for that Item. After 1 hour (or after the first received bid/offer), listing information edits will be limited, and in the last 24 hours of a listing, no information may be edited. However, the Reserve Price and/or Buy Now Price may be edited at any time, and file attachments may be added at any time. Drafts are fully editable until posted.
- Seller understands that after a listing has closed without a successful sale, several relisting options are available based on the time since closing. During the first 48 hours after closing, a Seller may elect to relist or extend their listing at a discounted listing credits price. “Relisted” Items may have the corresponding listing information updated before re-posting, while “Extended” Items are re-posted with the same information from the previously closed listing (without the ability to edit). After 48 hours, a listing may only be Relisted, at a non-discounted price. When appropriate, relisting options may include a “Last Chance” offer, as described above.
- Seller understands that the disbursement of funds from Items sold and successfully transferred will occur via PayPal, Wire Transfer, or conversion to Listing Credits, at the Seller’s discretion, with the following exceptions: Payouts over \$5,000.00 are not eligible for payment via PayPal, and payouts under \$500.00 are not eligible for payment via Wire Transfer.
- Seller understands that HuntingMoon will collect a Success Fee based on the final purchase price of any Item successfully sold via the Service. The Success Fee will be determined by the greater value of either 15% of the final Item purchase price, or \$25.00 (twenty-five dollars).

## **5. EXCLUSION OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HUNTINGMOON AND ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(B) HUNTINGMOON AND ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT:

- (i) THE SERVICE WILL MEET YOUR REQUIREMENTS
- (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE
- (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE
- (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND

(v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HUNTINGMOON OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## 6. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT HUNTINGMOON AND ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HUNTINGMOON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- (i) THE USE OR THE INABILITY TO USE THE SERVICE
- (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE
- (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA
- (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR
- (v) ANY OTHER MATTER RELATING TO THE SERVICE.

## 7. INDEMNIFICATION

You agree to release, indemnify, defend and hold harmless HuntingMoon and any of its users, members, employees, officers, directors, agents, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the HuntingMoon Marketplace Services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, or (e) any information or data you supplied to HuntingMoon, including, without limitation, any misrepresentation in your registration application, if applicable. The terms of this section will survive any termination or cancellation of this Agreement.

## 8. GENERAL AGREEMENT PROVISIONS

- Users and HuntingMoon are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- This Agreement shall be binding upon and shall inure to the benefit of the Parties and their

successors in interest, agents, employees and those acting in concert with them.

- In the event legal action is necessary to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred therewith.
- To resolve any legal action, binding arbitration shall be administered by the American Arbitration Association or JAMS in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the Parties.
- This Agreement shall be governed by the laws of the State of California as applied to contracts made and wholly performed within the State.
- The content of this Agreement may change from time to time. The terms of any new Agreement immediately become effective upon posting to the HuntingMoon Marketplace website. Any subsequent use of the website or Services after any change in this Agreement indicates an automatic acceptance of the new terms.

Agreement Last Updated: August 14th, 2014