

Terms and Conditions:

1. **Services.** By signing this Agreement you authorize Easy eSelling LLC ("Easy eSelling") to provide the following services in accordance with the terms and conditions of this Agreement, to (i) receive and store the goods ("Goods") listed on this page if less than 200 pounds and deemed not bulky ("Large Goods"), (ii) list, offer and sell the Goods on eBay®, (iii) ship the Goods to the buyer, if any, for Goods not being listed as "Local Pickup" only, (vi) this agreement excludes the sale of vehicles, real estate and any Goods restricted for sale on eBay®, (vii) Easy eSelling reserves the right to refuse Service to any Seller or Goods, (viii) Goods selling as "Local Pick Only" will be picked up by buyer at the Sellers location and (ix) collect the sales price from the buyer, deduct Easy eSelling sales fee and forward the remainder of the sales price to Seller. Seller must deliver Goods to nearest Easy eSelling location prior to Goods being "Listed" or pay the sum of \$9.99[US] for pickup of the Goods from within 25 mile radius of nearest Easy eSelling location and the Goods are not Large Goods. For Large Goods an Easy eSelling representative will go to the Seller's premise for pictures and description if within a 25 mile radius of nearest Easy eSelling location for the sum of \$9.99[US]. Seller must choose Standard Service or Deluxe Service. No other Services are express or implied other than explicitly stated. Standard Service includes (i) the Goods will be listed for 7 days on eBay®, (ii) Easy eSelling will customize description using html coding, (iii) Each listing will include multiple digital pictures", (iv) the Goods will have a "Starting Price" of ¼ to ½ of similar items selling on eBay®, (iv) each "Listing" will include a "Gallery Picture" and "Bold Listing", (v) one free re-listing at "Starting Price" of less than \$10.00 [US] for each unsold Goods, and (vi) the Goods will be shipped to buyers Worldwide unless stated as "Local Pickup Only". If Seller selects the Standard Service, then Seller must immediately pay to Easy eSelling the sum of \$0.00[US] (the "Listing Fee"). Deluxe Service includes all services in Standard Service, and (i) Seller may set a minimum "Starting Price", "Buy It Now" price, and a "Reserve Price", and (ii) one free re-listing for each unsold Goods at a 30% reduced Starting and Reserve price. If Seller selects the Deluxe Service, then Seller must immediately pay to Easy eSelling the sum of \$14.99[US] plus(+) 2% of Reserve Price (the "Listing Fee"), the 2% of Reserve Price refunded if item sells.
2. **Binding Bids.** Seller is obligated to complete the transaction with the highest bidder upon the listing's completion, unless there is an exceptional circumstance, such as, (a) the buyer fails to pay for the Goods, or (b) Easy eSelling cannot authenticate the buyer's identity.
3. **Unsold Goods.** Should the Goods fail to sell after being listed on eBay, Seller hereby authorizes Easy eSelling to dispose of such unsold Goods ("Unsold Goods") as Seller indicates on the reverse side of this page ("Reverse Page"). Seller agrees to pick up all Unsold Goods within fourteen (14) working days after the receipt of notification that the Goods have failed to sell. Seller agrees that if Seller fails to pick up all Unsold Goods within fourteen (14) working days, Easy eSelling will dispose of the goods as Easy eSelling sees fit.
4. **Payment to Seller.** As consideration for the Services, Seller agrees Easy eSelling will be entitled to collect a sales fee ("Sales Fee") according to the following formula: (i) Goods selling for \$1,500.00 or less [US]: Easy eSelling will deduct a Sales Fee of 30.00% + \$5.00 [US], (ii) Goods selling between \$1,501 and \$3,000, : Easy eSelling will deduct a Sales Fee of 25.00% + \$5.00 [US], (iii) Goods selling between \$3,001 and \$5,000, : Easy eSelling will deduct a Sales Fee of 20.00% + \$5.00 [US], (iv) Goods selling between \$5,001 and \$10,000, : Easy eSelling will deduct a Sales Fee of 15.00% + \$5.00 [US], (v) Goods selling for more than \$10,000, , : Easy eSelling will deduct a Sales Fee of less than 15.00% + \$5.00 [US]. Easy eSelling will pay all eBay® and other applicable selling fees for the sale of the Goods. Following receipt by Easy eSelling of the Sales Price from the buyer, Easy eSelling is authorized by Seller to deduct the Sales Fee from the monies received and forward the remainder to Seller at the address listed on this page, within fort five (45) days from the date of receipt of the Sales Price.
5. **Bailment Relationship.** The relationship between Easy eSelling and the Seller is that of bailee and bailor, respectively, in which the Seller (Bailor) deposits his personal property (Goods) with Easy eSelling (Bailee) for the purpose of listing and selling the Goods to third parties through eBay. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
6. **Title and Risk of Loss.** Title and risk of loss for the Goods remains with the Seller until such time as the Goods are delivered to a carrier for delivery to the buyer. Title and risk of loss will not transfer to Easy eSelling at any time. Title to Goods shipped will pass directly from Seller to Buyer.
7. **Seller's Warranty of Goods.** Seller warrants that (i) Seller has all the necessary rights and authorization to produce and distribute the Goods and to permit Easy eSelling to offer, sell and deliver the Goods to any third party, (ii) the Goods and the rights granted under this Agreement do not infringe the proprietary rights of any third party, and (iii) the description of the Goods is truthful, accurate and complete. Seller represents and warrants that description of the Goods and the Goods will not: Be false, inaccurate or misleading; Be fraudulent or involve the sale of counterfeit or stolen Goods; Violate any law statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; Be obscene or contain child pornography or otherwise adult in nature or harmful to minors.
8. **Breach.** Without limiting other remedies, Easy eSelling may immediately remove Seller's Goods listings from eBay, temporarily suspend, indefinitely suspend, or terminate the Services and refuse to provide future Services to Seller if (i) Seller breaches the Agreement, (ii) Easy eSelling is unable to verify or authenticate any information Seller provides to Easy eSelling, (iii) Easy eSelling believes that Seller's actions may cause financial loss or legal liability for Seller, Easy eSelling users or Easy eSelling, or (iv) Easy eSelling suspects that Seller (by conviction, settlement, insurance or escrow investigation, or otherwise) has engaged in fraudulent activity in connection with the Goods, Easy eSelling or eBay.
9. **Indemnity.** Seller agrees to indemnify and hold Easy eSelling and (as applicable) Easy eSelling's parent, subsidiaries, officers, members, directors, agents and employees, harmless from any claim or demand, including without limitation the negligence or gross negligence of Easy eSelling or its parent, subsidiaries, affiliates, officers, members, directors, agents and employees, including reasonable attorneys' fees, made by any third party due, connected to or asserting out of Seller's breach of this Agreement, or Seller's violation of any law or the rights of any third party.
10. **Warranty Disclaimer.** Easy eSelling provides its services "as is" and without any warranty or representation as to the SERVICES, express, implied or statutory. Easy eSelling specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to the Seller. This warranty gives Seller specific legal rights and Seller may also have other legal rights that vary from state to state.
11. **Waiver of Consequential Damages.** IN NO EVENT WILL Easy eSelling BE LIABLE TO SELLER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION (INCLUDING WITHOUT LIMITATION NEGLIGENCE, GROSS NEGLIGENCE, AND STRICT PRODUCT LIABILITY) AND IRRESPECTIVE OF WHETHER Easy eSelling HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
12. **Liability Cap.** Easy eSelling's liability and the liability of its employees and suppliers, to Seller or any third parties in any circumstance is limited to the greater of (i) the estimated value of the applicable Goods, as stated on the Reverse Page, or (ii) \$100. Some States do not allow the extension or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Seller.
13. **Release.** Seller releases Easy eSelling and eBay® (and Easy eSelling's parent, subsidiaries, successors, officers, members, directors, and employees) from claims, demands and damages (actual and consequential) of every kind and nature (including without limitation the negligence or gross negligence of Easy eSelling and its parent, subsidiaries, successors, officers, directors, and employees), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, resulting from or in any way connected with the Services.
14. **Term.** The term of this Agreement will commence upon the Effective Date and unless terminated earlier in accordance with the terms of this Agreement, will continue until all Goods accepted for listing by Easy eSelling under this Agreement are sold and delivered, returned to Seller, or disposed of in accordance with Section, but in no event more than sixty (60) days from the Effective Date. Easy eSelling may terminate this Agreement without notice, for any reason or no reason, at any time.
15. **General.** This Agreement will be governed in all respects by the laws of the United States of America and the State of Texas as such laws are applied to agreements entered into and to be performed entirely within Texas between Texas residents. All notices or requests will be in writing and will be sent by facsimile, or recognized overnight courier. Notices, or signing for receipt will be deemed received upon receipt of written confirmation of transmission when sent by facsimile, or signing for receipt of delivery if sent by overnight courier. Notices will be sent to he parties at the address set forth in the signature block, below. The failure of either party to require performance by the other party for any provision hereof will not affect the full right to require such performance at any time there after; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement will be unenforceable or invalid as a whole, and, in such event, such provisions will be changed and interpreted so as best to accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. This Agreement and the Exhibits hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior or collateral agreements with respect to the subject matter hereof with the exception of any prior confidentiality agreements between the parties. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.