Welcome to echl.com (the “Site”), which is offered by the ECHL (“ECHL”). Any person who visits or uses the Site or Service (defined below), including those who register to purchase Goods offered by third-parties through this Site (“Buyers”) must accept the terms and conditions set forth in this User Agreement without change or alteration. All access to the Service, including access via mobile devices, is covered by and subject to this Agreement. PLEASE NOTE THAT WHEN YOU ACCESS THE SITE, INCLUDING IF YOU REGISTER FOR AN ACCOUNT ON THE SITE, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS USER AGREEMENT INCLUDING ALL SPECIAL NOTICES, THE PRIVACY AND SECURITY POLICY, USER AGREEMENT AND ALL OTHER POLICIES, PROCEDURES AND GUIDELINES (INCLUDING BUT NOT LIMITED TO THOSE FOR CONDUCTING AUCTIONS) INCORPORATED HEREIN BY REFERENCE (TOGETHER, THE “AGREEMENT”).

The Site provides a hosted auction service that provides virtual venue for Sellers to offer goods, access to events, services, and other items of value (collectively, “Goods”) to willing Buyers for sale to the Buyer with the highest bid and for Buyers to bid on and purchase Goods (“Service”).

These terms and conditions are between ECHL and you only. Neither Handbid Inc., a Colorado, USA corporation (“Handbid”), Apple Inc., or Google Inc. are parties to these terms. The Service offered by ECHL is intended to be used with a mobile application offered by Handbid (“Mobile App”). ECHL, and not Handbid, is solely responsible for the Service. If you have any issues or questions with regard to the Service, you must contact ECHL. Handbid offers access and use of the Mobile App under separate terms and conditions.

Registration on our Site, and all use of our services are available only to individuals who have the power to form legally binding contracts under applicable law. Without limiting the generality of the foregoing, our services are not available to minors. If you do not qualify, please do not use this Site. ECHL may change the terms and conditions set forth in this Agreement in the future. Any changes to the Agreement and to other policies, procedures or guidelines referenced herein will be effective immediately upon posting on the Site, unless the changes materially change your rights or obligations, in which case we will give you reasonable advance notice. If you do not agree to any changes, your sole remedy is to not use the Site or our services. You are responsible for reviewing notices and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. YOUR CONTINUED USE OF THE SITE FOLLOWING THE ECHL’S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, YOU MAY NOT CONTINUE TO USE THIS SITE.

This Agreement is presented in two sections: A. “General Terms and Conditions,” and B. “Certain Provisions Relating to Buyers.”

Sellers will also be subject to a separately executed Services Agreement between ECHL and the Seller.

A. GENERAL TERMS AND CONDITIONS

Operation of Site and Taxes.
The Service is offered through the Site and, if you choose, through ECHL mobile applications and related optional technology. ECHL reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ECHL shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. ECHL is responsible for the operation of the Site and Service. ECHL has no involvement in any transaction entered into, on or through the Site or Service, except that as a service to introduce the Buyer and Seller. If the Seller elects to use ECHL’s Integrated Payment system, ECHL will process collection of the Total Purchase Price (as defined below) and remittance of the sale proceeds to the Seller.

Unless exempt by law, the successful Buyer may be required to pay the Seller or the applicable governmental tax collection entity or entities sales or use tax, or other applicable transactional tax, as
determined by the Seller or applicable law. The Buyer may also be subject to a compensating use tax or other tax in his or her domicile. It is the Seller’s and the Buyer’s responsibility to determine whether taxes apply to the transactions and to collect, report and remit the correct tax to the appropriate tax authority. ECHL is not responsible or liable for any taxes or other assessment arising from any transaction between Buyers and Sellers, and Buyer and Seller are obligated to determine whether taxes apply and responsible for collecting, remitting or reporting any sales or use taxes arising from any transaction. You shall indemnify, defend, and hold ECHL harmless from any damage, cost, expense or other liability arising out of or related to (a) any taxes or other fee imposed on any transactions you enter into through the Site or our services, (b) any sales, purchases, bids or other transaction you enter into or attempt to enter into through the Site. All transactions consummated using the Site or Service are solely between Buyer and Seller.

The “Total Purchase Price” is defined as:
(a) the successful bid or purchase price for Goods, plus
(b) sales tax, use tax or any other taxes that the Seller has instructed ECHL to collect from the Buyer or that ECHL is required to collect pursuant to applicable law, plus
(c) shipping costs and customs duties (if applicable), plus any transit insurance charges that the Seller has detailed for ECHL to collect where necessary.

ECHL does not act as agent for either the Buyer or Seller for any purpose. ECHL is not responsible for estimates, descriptions, condition, authenticity, title and all other matters relating to the offer and sale of such Good. Information associated with Goods is entered by the donating parties and is accurate to the best ability of the donating participants.

ECHL reserves the right to review and to change the “User Name” of any person registering to participate in any auction on this Site, at any time and for any reason, upon e-mail notice to such person.

Limitations of Guarantees.
Neither ECHL nor Handbid Inc. makes no representation or warrantee whatsoever regarding Goods and hereby disclaims all warranties and representations of any kind regarding Goods, whether oral or written, express or implied, including without limitation, warranties as to merchantability, fitness for a particular purpose, title, non-infringement, quality, rarity, importance, provenance, exhibitions, literature or historical relevance of the Goods.

All Goods offered on this Site are sold subject only to the specific guarantees given by the Seller as to authenticity, description, and physical condition set forth in the sections captioned “category”, “description”, and “fine print (notables)” on the Item Description Page for the Goods located on the Site (“Seller Guarantee”). Goods offered on the Site are often of some age. Other than the Seller Guarantee, all Goods on the Site are sold “AS IS.” No other statement anywhere, whether oral or written, shall be deemed such a guarantee, warranty or representation. Please note that neither ECHL nor the Seller make any representation or warranty as to whether the Buyer acquires any reproduction or other intellectual property rights in the property. Seller represents and warrants that all descriptions, guarantees, promises, and warranties regarding Goods, including the Seller Guarantee, are accurate and complete, and Seller agrees it is solely responsible for all statements and descriptions of or related to Goods.

No guarantee is made by the Seller with respect to information appearing in sections other than those listed in the previous sentence. Any information, photos, or additional detail about the Good is not guaranteed, and a sale is not subject to rescission in the event that any of this non-guaranteed information proves to be inaccurate. Photos of Goods may be representative and not be the actual Good.

When reviewing descriptions of Goods, you should bear in mind the age and past use of the Good and should assume that Goods may show signs of reasonable “wear and tear.” If you would like additional information as to the condition of a Good, you should contact the Seller prior to bidding on or making an offer to purchase the Good.
Handbid, Apple Inc., Google Inc. are collectively not responsible for any incorrect or inaccurate content posted on the Site or in connection with the Service, whether caused by users of the Site, Buyers, Sellers or by any of the equipment or programming associated with or utilized in the Service. ECHL is not responsible for the conduct, whether online or offline, of any user of the Site or Buyer or Seller of the Service. ECHL assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Buyer/Seller communications. ECHL is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to users and/or Buyer/Seller or to any other person’s computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will ECHL or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone’s use of the Site or the Service, any content posted on the Site or transmitted to Buyers or Sellers, or any interactions between users of the Site, whether online or offline.

Auction Closing Times
Sellers may post on the Site an expected closing time for the auction. ECHL is not responsible for the accuracy of this date and time. The Buyer (“You”) acknowledge that the Seller must manually start and stop their auction on ECHL and that this posted closing time may not be honored by the Seller; and the Seller may alter this time. In addition, the Buyer acknowledges that any bids placed just before the posted closing time are not guaranteed to be the winning bid if the auction does not close and higher bids are subsequently placed. Regardless of the situation that occurs with closing times, Buyer acknowledges that ECHL has no liability for inaccurate auction closing times posted.

Charitable Contributions
A charitable contribution is when you donate money (including securities or business ownership interests), goods or services to an organization and deduct the market value of this contribution on your income tax return. Under no circumstances does ECHL acknowledge that any purchases made by Buyer (from Seller) via ECHL represent a charitable contribution based on this definition. Buyer also acknowledges that any purchases made via ECHL do not represent a charitable contribution based upon this definition, regardless of how it is represented by the Seller. Finally, Seller acknowledges that any items sold through ECHL are not charitable contributions strictly based upon this definition and will advise the Buyer to consult with a tax advisor about the deductibility of any final sales.

Sole Remedy.
It is specifically understood and agreed that the rescission of a sale and refund of the Total Purchase Price is exclusive and in lieu of any other remedy that might otherwise be available as a matter of law, or in equity. The Buyer shall not be entitled to any incidental or consequential damages incurred or claimed.

Refusal of Transaction.
ECHL reserves the right to withdraw any Goods before the end of the sale period, halt any sale during its progress, and/or remove, screen or edit any materials or content on the Site. ECHL may also extend any sale or change the closing time for any sale. ECHL may refuse to process a transaction for any reason or refuse service to anyone at any time in its sole discretion. Neither ECHL nor any of its affiliates will be liable to any Buyer, Seller or third party by reason of ECHL withdrawal of any Goods prior to the end of the sale period; halting any auction or sale during its progress; removing, screening or editing any materials or content on the Site; refusing to process a transaction; or unwinding or suspending any transaction after processing has begun. In the event of failure of Buyer to complete a sale for any reason, including ECHL decision to refuse to process the transaction, ECHL shall have the right to sell the property to the next highest bidder. In the event of similar bids, the earliest bidder at that level will be the successful Buyer. In all cases, ECHL determination of the successful Buyer will be final.
Monitoring.
Handbid, Inc. has the right, but not the obligation, to monitor any activity and content associated with the Site and Service. Handbid® may investigate any reported violations of the Site policies or complaints and take any action that it deems appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials on the Site, including listings and bids). Handbid® may also investigate, in its sole discretion, the use of any credit card by a user registered to buy on the Site, and take such action as Handbid® deems appropriate, including without limitation, contacting the individual using such card, canceling bids or an offer to purchase placed by such user, and/or deactivating a Buyer’s account.

Max Bids.
Bidders may place proxy bids in any auction running on the Site. A bidder who places a proxy bid, also called a “MaxBid”, is guaranteed to win the item at the value of their proxy bid or less; unless either the Seller or ECHL determines otherwise. Another bidder, who places a bid at the same amount of a previously placed proxy bid will not become the winner of that item. Only bids placed above a currently winning proxy bid shall prevail. Regardless of these rules, ECHL, at its sole discretion, can accept or reject any bid on the Site for any reason.

Last Second Bids.
Buyer may place bids up until the auction is closed by the system. However, Buyer acknowledges that last second bids, especially those placed by MaxBid may not be properly registered upon auction close. ECHL encourages bids to be placed and MaxBids to be set well before the auction close time to ensure they are registered in the system. In all cases ECHL has the right to determine the ultimate winner of the item.

Eligibility to Use Site.
Use of the Site is limited to parties that lawfully can enter into and form contracts and buy and sell on the Site under applicable law. For example, minors and persons and entities domiciled in jurisdictions where online auctions are prohibited are not allowed to participate in auctions either as Buyers or Sellers on the Site. Some Sellers Buyer may be required you to provide valid credit card information in order to participate in an auction.

Compliance with Laws and Policies.
The Site may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the Site and any transactions conducted on or through the Site.
ECHL may have other policies regarding the use of the Site and/or Service, such as acceptable use policies. You are responsible for abiding by any such policies that ECHL advises you are applicable to use of the Site or Service.

Place of Contract; Disputes.
The contract between the Buyer and the Seller will be completed when the sale period for the Good ends, at which point the Buyer who agreed to pay the listed asking price or submitted the highest valid bid, received through the Service, will be the Buyer. The sale between Buyer and Seller is presumed to take place in the state where the Seller is located. ECHL reserves the right to reject any bid or offer to buy at any time. In the event of identical bids or offers, the first bid or offer received by ECHL will take precedence. In the event of any dispute between potential Buyers, or in the event of doubt as to the validity of any bid or offer, ECHL will have the final discretion to determine the successful Buyer. If any dispute concerning bidding or any offer to purchase arises after the sale, ECHL determination is conclusive. Please note that ECHL is not responsible for errors or omissions in connection with the transmission of bids or offers to the Site (including without limitation your receipt of emails regarding the status of a bid, offer, Good or purchase), nor for any on-line or other charges you may incur in connection with participating in a sale.
Password and PIN Security.
Your password may be used only to access the Site, use the services available on the Site, electronically sign your transactions and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account), and you are solely responsible for any use of or action taken under your password on the Site. If your password is compromised, you must change your password.

Each Buyer will receive a unique PIN code that is assigned by Handbid® to authenticate themselves for password resets and mobile devices. The identity of the Buyer that is associated with a PIN code is not made public and this PIN code should not be shared. Handbid is not responsible for a Buyer’s misuse or sharing of their PIN code.

Fraud.
Buyers must only bid using: (i) their own PIN code or (ii) a third-party’s PIN code who has given that Buyer express permission to use their PIN code. You may not register under a false name or use an invalid or unauthorized credit card. You may not make bids under a false name or any PIN code that is not assigned to you, impersonate any participant, or use another participant’s password(s) or engage in any other fraudulent conduct or conduct intended to interfere with the orderly conduct of business on this Site. Any unauthorized or fraudulent use of a third party’s PIN code is prohibited and is a breach of this Agreement, and may be a violation of federal and state laws and may be reported to law enforcement authorities. ECHL may report fraudulent use of PIN codes and other violations of this Agreement to law enforcement, and ECHL may cooperate to ensure that violators are prosecuted to the fullest extent of the law.

Title; Risk of Loss.
When the Seller delivers the Good to the Buyer or the Buyer’s representative in person, or the shipper for shipment to the Buyer, title to the Good and risk of loss will pass to the Buyer. If the Good is damaged in transit, the Buyer should contact the shipping agent and process a claim under the applicable insurance policy. A Seller is not obligated to take a Good back under the Agreement if the Good was damaged in transit (although Sellers are obligated to insure all Goods during transit and to provide reasonable assistance to help the Buyer resolve damage claims with the insurer).

Remedies for Buyer’s Failure.
If any applicable conditions of this Agreement are not complied with in a timely manner by the Buyer (including without limitation a Buyer’s failure to pay for a purchase in good funds within fourteen days after the Buyer Statement (as defined in subsection B.2 below) has been sent to the Buyer), in addition to other remedies available to ECHL or the Seller by law, including without limitation the right to hold the Buyer liable for the Total Purchase Price, ECHL, at its option, can cancel the sale and re-offer the Good on the Site or sell it to a lower bidder or sell it privately. In addition, ECHL may hold the Buyer liable for any and all costs of collection or re-offer, handling charges, late charges of 1.5% per month (or the highest rate allowed under applicable law, whichever is lower), commissions, and any legal fees and expenses. Further, ECHL, at its sole discretion, may deactivate a Buyer’s account for failure to pay the Total Purchase Price or for improper bidding or other breaches of the Agreement.

Reserve Prices.
At the Seller’s discretion, Goods offered on this Site may subject to a reserve, which is the confidential minimum price established by the Seller below which such Good will not be sold. The Seller is not obligated to sell a Good unless the reserve price is met. A Good will be withdrawn from sale if no bid or offer equal to or above the confidential reserve for that Good is received during the sale period. ECHL shall have the right to complete any transaction in accordance with these provisions so long as the sale price exceeds the reserve.

Governing Law; Language.
THESE AGREEMENTS AS WELL AS THE BUYER'S, the ECHL's RESPECTIVE RIGHTS AND OBLIGATIONS HEREUNDER ARE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

Dispute Resolution. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Service, or the Site shall be BINDING ARBITRATION administered by the American Arbitration Association in North Carolina. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against ECHL in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against ECHL any class action, class arbitration, or other representative action or proceeding.

By using the Site or the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and ECHL (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. The arbitration will be governed by the AAA’s Commercial Arbitration Rules and its Consumer-Related Disputes Supplementary Procedures (together, the “AAA Rules”), as modified by these Arbitration Procedures. If there is any inconsistency between the AAA Rules and these Arbitration Procedures, the Arbitration Procedures will control. However, if the arbitrator determines that strict application of the Arbitration Procedures would not result in a fundamentally fair arbitration, the arbitrator may make any order necessary to provide a fundamentally fair arbitration that is consistent with the AAA Rules. The parties, using the AAA’s standard procedures, will select a single arbitrator from a roster of neutrals prepared by the AAA.

Subject to the foregoing paragraph, in the event of any action in court to enforce the provisions of this Agreement. BY ACCESSING OR USING THE SITE, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF, AND THE FEDERAL COURTS SITTING IN, THE STATE OF NORTH CAROLINA WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SITE, ANY TRANSACTIONS CONDUCTED ON OR THROUGH THE SITE AND THESE AGREEMENTS, AND TO HAVE AGREED THAT PROPER VENUE SHALL LIE IN THE AFOREMENTIONED COURTS, AND YOU AGREE NOT TO COMMENCE OR PROSECUTE ANY SUCH CLAIMS, ACTIONS, OR PROCEEDINGS OTHER THAN IN THE AFOREMENTIONED COURTS. You agree and acknowledge that your use of this Site and Service shall be deemed to have occurred and taken place solely in the State of North Carolina. English shall be the language of this Site, and all transactions occurring in connection with this Site, and all users waive any right to use and rely upon any other language or translations. Translations of this Agreement may be presented in languages other than English for the convenience of users. However, you specifically agree that the English language version of this Agreement shall control in the event of any inconsistency between that version and any translation presented in languages other than English.

Privacy. 
ECHL’s privacy policy governing our collection and use of data from the Site is found here: Privacy Policy

Disclaimer of Warranties. 
THE SITE AND ALL SERVICES PROVIDED ON THE SITE AND ALL GOODS OFFERED FOR SALE THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ECHL MAKES NO AND HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS (INCLUDING WITHOUT LIMITATION ECHL, INC.) ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE SERVICE, OR ANY GOODS OFFERED
ON THE SITE OR ANY TRANSACTIONS THAT MAY BE CONDUCTED ON OR THROUGH THE SITE, INCLUDING WITHOUT LIMITATION:
(i) The implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;
(ii) That the Site or Service will meet your requirements, will always be available, accessible, uninterrupted, timely, or secure or operate without error;
(iii) Any implied warranty arising from course of dealing or usage of trade;
(iv) Any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of ECHL. To the full extent permissible under applicable law, ECHL disclaims any and all such warranties;
(v) any representation or warranty regarding any Goods.

Waiver of Claims.
Because ECHL is not responsible for the guarantees provided by a Seller or the descriptions of Goods provided by a Seller, if a dispute arises between one or more participants regarding a Good or its description (including the Seller Guarantee), you release ECHL and its affiliates (and each of their directors, officers, agents and employees) from and hereby irrevocably waive any claims, demands and damages (whether direct, indirect, incidental, punitive or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Indemnification.
You agree to indemnify and hold ECHL, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney’s fees, arising out of or related to (i) your use of the Service or Site in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and (ii) actual or potential transactions, communications, sales, disputes, interactions, or relationships between you and any other Buyer or Seller.

Limitation of Liability.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECHL AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (EXCEPT PROVEN DIRECT DAMAGES) INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, REVENUES OR DATA), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, THE SITE, THE SERVICE, THE INABILITY TO USE THE SITE OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON OR THROUGH THE SITE. BIDSPORTSS TOTAL, CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO $100. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. ECHL SHALL HAVE NO LIABILITY FOR ERRORS APPEARING ON TV DISPLAY OR SITE; THE ECHL’S COMPUTER LOG SHALL CONSTITUTE THE OFFICIAL RECORD OF ALL TRANSACTIONS, AND ALL DECISIONS BASED ON SUCH LOG SHALL BE FINAL.

Limited License.
ECHL grants a limited license to each user of this Site to make personal use only of the Site for bidding on and purchasing, and for offering and selling, property on the Site. This license expressly excludes, without limitation, any resale or commercial use of the Site, the collection and use of participant email addresses or other participant information, ratings or listings, or any data extraction or data-mining whatsoever, including without limitation the reproduction of images found on the Site for any use other than viewing the property for purposes of considering a potential purchase.

Ownership.
All content included on this Site, such as text, graphics, logos, button icons, images, audio clips and software, is the property of Handbid, the Seller or other content suppliers and is protected by U.S. and foreign copyright laws and international conventions. As between you and ECHL, the compilation (meaning the collection, arrangement and assembly) of all content on this Site and the Service are the exclusive property of Handbid® and is protected by U.S. and foreign copyright laws and international conventions. The Service and all software used on this Site is the property of Handbid®or its software suppliers and is protected by U.S. and foreign copyright laws and international conventions. The content and software on this Site may be used only as a shopping resource. Any other use, including the
reproduction, modification, distribution, transmission, republication, display or performance, of the content on this Site is strictly prohibited.

Notice of Intellectual Goods Rights.

“ECHL” and all auction logo’s are registered trademarks of ECHL. All graphics, logos and service names are trademarks of ECHL. These trademarks may not be used in connection with any product or service that is not ECHL’s in any manner that is likely to cause confusion to the public, or in any manner that disparages or discredits ECHL or any participants in any of its auctions.

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Site or Services; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. ECHL’s Copyright Agent for notice of claims of copyright infringement can be reached as follows: ECHL, C/O Hendrick Bryant, 723 Coliseum Dr. Suite 101. Winston Salem, NC. 27106

Copyright Agent; and email tnerhood@hendricklawfirm.com.

Termination
ECHL, in its sole discretion, may terminate the right of any user to participate in sales conducted on this Site or to access the Site without notice for any reason.

Notices.
To be effective, notices to ECHL relating to this Agreement, the Site or any transaction conducted on or through the Site must be given in writing and must be sent to the intended recipient by registered letter, receipted commercial courier, or electronically receipted facsimile transmission (acknowledged in like manner by the intended recipient) at the following addresses:

ECHL, C/O Hendrick Bryant, 723 Coliseum Dr. Suite 101. Winston Salem, NC. 27106

ECHL may change its address for notices by posting the new address on the Site.

No Agency; Third-Party Beneficiary.
ECHL is not the agent, fiduciary, trustee, partner or other representative of any Buyer or Seller. Nothing expressed or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of ECHL and relying Buyers or Sellers.

Severability; Nonwaiver.
If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of any remaining provisions. ECHL failure to exercise or forbearance from exercising any rights or remedies, or failure to enforce or forbearance from enforcing, the strict performance of any provision of this Agreement, will not constitute a waiver of ECHL right to exercise such rights or remedies or enforce such provision or any other provisions of this Agreement in that or any other instance. Any waiver of any provision of this Agreement by ECHL must be made in writing and signed by an authorized representative of ECHL specifically referencing this Agreement and the provision to be waived.

Entire Agreement.
This Agreement constitutes the entire agreement between ECHL and the visitors to the Site and users of the Service with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection
with the subject matter hereof. Notwithstanding the previous sentence, this Agreement does not supersede any separate written agreement between ECHL and an entity purchasing services or products from ECHL, including, without limitation Sellers who enter into ECHL separate Services Agreement.

CERTAIN PROVISIONS RELATING TO BUYERS

Binding Contract.
By placing a bid on or offering to buy any Good, you irrevocably agree to pay the Total Purchase Price for the Good if you are the successful Buyer. Once you place a bid or offer, you may not cancel it. Each successful bid or offer creates a binding obligation on you, as Buyer, enforceable by each of ECHL and the Seller, to pay fully and promptly all sums due and perform any other conditions of completion with respect to the applicable sale. It is important to note that it is the placement of the bid and its registration into the Site’s database; and not any subsequent notification from the Site that your bid is a winning bid, that obligates you to the pay the Total Purchase Price for the Good. Upon completion of a sale on the Site, ECHL will complete a buyer invoice, including (i) sales tax, use tax, or other taxes applicable to the transaction in the United States, and (ii) if applicable, shipping costs and transit insurance charges and transmit it to the Buyer. In addition to, and without limitation of, the rights of ECHL pursuant above, each Buyer (a) specifically authorizes ECHL to charge such Buyer’s credit card up to the amount required to finalize any transaction in accordance with this Agreement and (b) specifically acknowledges that if ECHL is unable for any reason to collect funds sufficient to completely cover the costs of any transaction to which such Buyer is a party, ECHL reserves the right to turn such matters over to collection agencies.

Buyer’s Payment.
After completion of a sale on the Site or through the Service, you will be notified if you are the successful Buyer for the Good. Upon determination by ECHL that you are the successful Buyer for a Good, you will be liable to pay immediately the Total Purchase Price for such Good. All registered users are required to provide ECHL with their credit card details at the time of registration, and to authorize ECHL to process a charge or charges on their credit card in the amount equal to or less than the Total Purchase Price at ECHL’s discretion for any Good for which they are the successful Buyer.

Packing and Shipping.
If you are the successful Buyer for a Good, you are obligated to either arrange to pick up the Good in person or contact the Seller directly to arrange shipping of the Good to your location. If Buyer and Seller agree to ship the Good to the Buyer, all arrangements related to the shipment will be made and agreed to by the Buyer and Seller, including, without limitation, all freight, payment, and insurance coverage details. Potential Buyers should also be aware that packing and shipping costs may be substantial, particularly if the Good is of large size or weight, or requires special packing due to its fragility or construction. ECHL may provide general guidelines to assist Sellers and potential Buyers in determining the costs of shipping, packing and insurance, but these are guidelines only and may change materially based on the location to which the Good will be shipped. ECHL is not responsible or liable for any shipping details or arrangements, including the acts or omissions of carriers or packers of purchased Goods, timing of delivery, and loss or damage to shipped Goods. The Seller will ship the Good to the Buyer in the manner mutually agreed upon between Buyer and Seller. Buyer is responsible for ensuring the Goods are properly insured for transit.

ECHL reserves the right to delay initiating payments to the Seller pending an investigation if it, in its sole discretion, believes the Buyer or the Seller may have violated this Agreement or any agreement between Buyer and Seller arising from the Service, (or, in the case of Sellers, ECHL Services Agreement). Notwithstanding any other provision of this Agreement, if ECHL determines, in its sole discretion, that the Seller has violated this Agreement or the Services Agreement, ECHL may refuse to remit payments to the Seller and may instead maintain the amount of such credit in a trust account or may return the amount of the credit to the Buyer. ECHL will not be liable to the Seller if ECHL acts in accordance with the provisions of this subsection.

You acknowledge and agree that Handbid, is an express, intended third-party beneficiary of this Agreement and that Handbid will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary thereof.
You shall contact ECHL with all questions or inquiries regarding the Service. Handbid, Inc. has no obligation to respond to you or interact with you with regard to the Service.

You acknowledge and agree that all data and information you provide into the Service will be delivered to Handbid, Inc. for processing in the United States, solely for the purpose of allowing ECHL to provide you the Service.

**Handbid Provisions.** The provisions in this section are required by Handbid Inc. You and ECHL acknowledge that Handbid has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. ECHL is solely responsible for providing end user support for the Service. Handbid, in its sole discretion, shall update and maintain the Service. In the event of any failure of the Service to conform to any applicable warranty, you must notify ECHL directly. To the maximum extent permitted by applicable law, Handbid will have no other warranty obligation whatsoever with respect to the Service. Any other claims, losses liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, as between Handbid and ECHL, will be Bid Sport Asia’s sole responsibility, subject to all the provisions of this Agreement. As between ECHL and Handbid, ECHL, not Handbid, is responsible for addressing any claim asserted by you or a third party relating to the Service or to your possession and/or use of the Service, including, but not limited to: (i) any product liability claim; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. This Agreement will not be construed or applied so as to limit ECHL’s liability to you beyond what is permitted by applicable law. In the event of any third party claim that the Service or your possession and use of the Service infringes that third party’s intellectual property rights, as between ECHL and Handbid, ECHL, not Handbid, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You and ECHL acknowledge and agree that Handbid, and Handbid’s subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the provisions of this Agreement, Handbid will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party.