

## **CTBids Premier Services Subscription Terms and Conditions**

Welcome to the terms and conditions ("Terms") for CTBids Premier Subscription Account ("Services" or "Premier Services"). These Terms are between you and C.T. Franchising Systems, Inc. dba CTBids.com and dba Caring Transitions® ("CTFSI", "We", "Our", or "Us"), and not any Caring Transition® Franchisee, and govern our respective rights and obligations relating to the Premier Services. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT GOVERNS ELIGIBILITY FOR AND USE OF THE PREMIER SERVICES.

For detailed information on how to cancel your subscription, please refer to Premier Service Cancellation And Refund section below.

If you successfully purchase, or attempt to purchase, Premier Services, you accept these terms.

Usage of the Premier Services is contingent upon compliance with these terms. By accessing or utilizing the Premier Services (including visiting the CTBids.com website), you accept and agree to these terms. For clarity, additional terms and conditions may require acceptance to continue using the Premier Services. If you do not agree to these terms, cease using the Premier Services.

We reserve the right to amend these Premier Service terms. Any such amendment becomes effective immediately following either our dispatch of a notice to you or our posting of the amendment on CTBids.com. Failure to agree to any change in these terms necessitates discontinuation of Premier Service usage. Our customer service representatives are not authorized to modify any provision of this Agreement, verbally or in writing.

ANY DISPUTE BETWEEN YOU AND US IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION BELOW AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

### **Eligibility and Age Restrictions**

Only residents of the United States are eligible to register for a CTBids Premier subscription account. Users under the age of 18 are not permitted to register for a CTBids account. Please note that age requirements for purchasing and accessing certain Premier Services on CTBids may vary. The Premier Services are provided to individuals for their personal only.

### **Registration and Access**

Only individuals who have registered for a CTBids account, provided certain information (e.g., a valid email address), and agreed to this Agreement are eligible to use the relevant Premier Services. You are solely responsible for maintaining the confidentiality and security of your email address and password, and for all activities that occur on or through your account. However, if you allow others to access your account, this Agreement, as well as any specific consents you may have provided to us, also applies to their access, use, and disclosure of information. You agree to immediately notify us of any unauthorized access to your account. We will not be responsible for any losses arising from the unauthorized use of your account. Your CTBids account is governed by the CTBids Terms.

## **Notices**

Any notices we deliver to you may be made as follows: (i) by email to the last email address provided by you or (ii) by posting a notice on CTBids.com. For clarity, you consent to receive electronic communications from CTBids.com, CTBids Premier Services, and third-parties, you subscribe to and further agree that any notices, agreements, disclosures, and other communications that we send to you electronically will satisfy any applicable legal notification requirements. You agree to provide and maintain accurate, current, and complete information, including your contact information for notices and other communications from us. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password, or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide.

## **Subscription Billing and Auto-Renewal**

Your subscription to Premier Services includes enrollment in an ongoing annual payment plan. Unless cancelled in accordance with the instructions provided below, your subscription will automatically renew at the end of the annual billing period. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new annual billing period, unless cancelled. You may cancel your subscription online at any time.

When you provide a payment method, we will attempt to verify the information you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced.

Your 'billing period' is the interval of time between each recurring billing date and corresponds to the term of your annual subscription. For purposes of this Agreement, a 'day' or 'date' begins at 12:00 a.m. Eastern time and ends at 11:59 p.m. Eastern time of that same calendar day. To see your next recurring billing date, log in to your CTBids account and view your Account details.

You acknowledge that the timing of when you are billed may vary, including (i) if your subscription began on a day not contained in a given month (e.g., if you have an annual subscription and became a paying subscriber on January 31, your payment method would be billed next on January 31 of the following year), or (ii) due to free trials and other promotional offers, coupon redemptions, credits applied, or changes in your subscription or payment method.

We reserve the right to change our Premier Services pricing. In the event of a price change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your CTBids account and/or posting a notification on CTBids.com. If you do not wish to accept a price change, you may cancel your Premier Services subscription online in accordance with the instructions included in that email, as notified on CTBids.com, or these terms. If you do not timely cancel your subscription, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts.

We may also offer you the ability to pause your subscription for a specified period of time. If you do not cancel before the end of the pause period, billing will resume automatically.

We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party Internet charges and taxes in connection with your use of the Premier Services.

### **Premier Services (“Benefits”)**

We reserve the right to change our Premier Services (also referred to as Benefits on CTBids.com and in marketing material). In the event of a Premier Services change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your CTBids account and/or posting a notification on CTBids.com. If you do not wish to accept a Premier Services change, you may cancel your Premier Services subscription in accordance with the instructions included in that email, as notified CTBids.com, or these terms, or these terms. If you do not timely cancel your subscription, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts.

### **Premier Service Cancellation And Refund**

You can cancel your CTBids Premier subscription online at any time before the current billing period, free trial, or promotional offer ends. Upon cancellation, your access to the service will continue until the conclusion of the current billing period, unless you're subscribed via a free trial, promotional code, or other credit, in which case cancellation may take immediate effect. Should you modify your subscription during the billing period, transitioning to another service may result in the loss of access to your original service.

To prevent being charged for the next billing period, you must cancel your subscription online prior to 11:59 P.M. Eastern Time on the day before your next recurring billing date. Please note, we do not provide refunds or credits for partially used billing periods. Please note that for our Premier subscription membership, all subscription sales are final, and no refunds will be issued.

If you choose to cancel, experience a subscription cancellation due to payment method issues, or switch your billing to a third-party, any remaining service, referral, or redeemed coupons will be forfeited.

To cancel your subscription online, log into your CTBids account and follow the instructions on your My Account page. For assistance with your Premier subscription email Premier@CTBids.com.

### **Premier Service Termination**

We reserve the sole right to terminate or suspend your CTBids.com account and/or your Premier Services account, your access and use of the CTBids.com, Premier Services, or your rights under these terms for any reason. We may also, in our sole discretion, discontinue providing some, any, or all Premier Services, with or without notice. Upon termination of your CTBids Premier account, whether terminated based on our determination or at your request (other than cancellation of your subscription, in which case your subscription will continue to the end of the billing period), you will lose access to Premier Services.

## **LIMITATION OF LIABILITY; RELEASE**

(a) General Limitation of Liability. IN NO EVENT SHALL CTFSI OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THE SERVICES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

YOUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE GREATER OF (A) THE TOTAL FEES WHICH YOU PAID FOR THE SERVICES OR (B) \$100. The limitation of liability shall not apply to liability resulting from gross negligence or willful misconduct.

## **LEGAL DISPUTES**

(A) **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND CTFSI MAY HAVE AGAINST EACH OTHER ARE RESOLVED. YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

(B) **FOR ALL MATTERS, DISPUTES, OR CLAIMS BETWEEN YOU AND CTFSI THAT RELATE IN ANY WAY TO OR ARISE OUT OF YOUR USE OF YOUR PURCHASE OR USE OF THE SERVICES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, INCLUDING ANY DISPUTE ABOUT THE INTERPRETATION OR APPLICATION OF THIS DISPUTE RESOLUTION PROVISION OR THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION (“DISPUTES”), WILL BE RESOLVED BY THE PROCESSES AND PROCEDURES DESCRIBED IN THIS SECTION, THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL AND TO HAVE ANY DISPUTE ARISING OUT OF OR RELATED TO THE CTBIDS WEBSITE OR THESE TERMS & CONDITIONS RESOLVED IN COURT.**

(C) **Expiration of Claims. You agree that any dispute, claim, or cause of action you may have with respect to CTFSI or its affiliates must be commenced within 180 days after the date the dispute arose.**

(D) **Governing Law. You agree that Subscription Services shall be deemed solely based in Ohio and shall be deemed passive that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Ohio. These Terms & Conditions shall be governed by the internal substantive laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. The parties acknowledge that these Terms & Conditions evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms of Service shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.**

(E) **Arbitration Resolution and Agreement to Arbitrate. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.** You and CTFSI agree to resolve any Dispute, claim, or controversy (excluding any claims for injunctive or other equitable relief as provided below) by

binding arbitration to be administered by the American Arbitration Association in Hamilton County, Ohio (unless the parties both expressly agree on another location) in accordance with the American Arbitration Association's Commercial Arbitration Rules. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. Both the foregoing agreement of the parties to this agreement to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the federal common law of arbitration. Each party will be responsible for paying any filing, administrative and arbitrator fees pursuant to and in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Nothing in this paragraph shall be deemed as preventing CTFSI or its affiliates from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this section shall still apply. If the value of the relief sought is \$10,000 or less, you or CTFSI may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and CTFSI subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Caring Transitions may attend by telephone, unless the arbitrator requires otherwise.

(F) Class Action/Jury Trial

**WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE CTBIDS WEBSITE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBERS IN ANY PURPORTED CLASS ACTION, COLLECCTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE BY AGREED TO THESE TERMS & CONDITIONS, YOU AND CARING TRANSITIONS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM. ANY RELIEF AWARDED CANNOT AFFECT OTHERS. IF A COURT DECIDES THAT APPLICABLE RELIEF PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT, SUBJECT TO YOUR AND CARING TRANSITIONS' RIGHT TO APPEAL THE COURT'S DECISION. ALL OTHER CLAIMS WILL BE ARBITRATED.**

g) Jurisdiction. Unless you and we agree otherwise, in the event that the agreement to arbitrate herein is found not to apply to you or to a particular claim or dispute, either as a result of a decision by the arbitrator or a court order, or for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights as set forth in the provisions above, including any provisional relief required to prevent irreparable harm, you agree that any claim or dispute that has arisen or may arise between you and Caring Transitions must be resolved exclusively by a state or federal court located in Hamilton County, Ohio. You and Caring Transitions irrevocable agree to submit to the exclusive personal jurisdiction of the courts located within Hamilton County, Ohio for the purpose of litigating all such claims or disputes. You further agree that Hamilton County, Ohio is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable. Use of the CT Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms & Conditions, including without limitation this paragraph.

### **Miscellaneous**

We reserve the right to accept or refuse Premier Service subscription at our discretion.

We may send you email and other communications related to Premier Services and your Premier Services membership (regardless of any settings or preferences related to your CTBids.com account).

You may not transfer or assign your Premier Services membership or any Premier Services benefits, including username, password, promotion codes for Premier Services, except as allowed in these terms.

Some Premier Services benefits may require certain purchase thresholds, have quantity or shipping address limitations, or require members to meet specified criteria in order to access them.

From time to time, we may choose in its sole discretion to add or remove Premier Services membership benefits.

California Residents. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

### **Third Parties**

A third party, Seel, provides optional Make It Returnable (Return Assurance) and Guaranteed Delivery (Shipping Protection) services for eligible CTBids items. Seel services can be purchased during bidding or may be included with a CTBids Premier Membership subscription. The purchase or use of Make It Returnable and/or Guaranteed Delivery constitutes an insurance service contract directly between the buyer and Seel, and not with CTBids or any Caring Transition Franchise. Not all items auctioned on CTBids are eligible for Seel services. The original CTBids buyer premium, shipping fees, and return shipping costs to Seel for items are not covered or eligible for reimbursement. Seel is the final authority and is solely responsible for handling all claims. Additional Seel terms apply (<https://www.seel.com/terms/customer-terms-of-service>). Visit <https://resolve.seel.com> to start or check your item return or claim status. For Seel services questions, please email Seel at Support@Seel.com.

A third party, WorthPoint Corporation, upon successful purchase of a CTBids Premier subscription, will provide you with one (1) complimentary 60-day subscription to WorthPoint.com at their sole discretion. To facilitate this service and pursuant to the California Consumer Privacy Act (CCPA) and Virginia Consumer

## CTBIDS Premier Subscription Terms And Conditions – Legal Approved

Data Protection Act (VCDPA), we will collect and share your name, email address, and Premier Services start date with WorthPoint for the sole purpose of activating and managing this complimentary subscription. Additionally, by proceeding with your Premier subscription, you acknowledge that you will be required to agree to WorthPoint's terms (<https://www.worthpoint.com/page/terms-use>). Please note that while this information is being shared for the provision of a service and not for sale, under the CCPA you retain the right to opt out of the sharing of your personal information with third parties. We respect your privacy and are committed to handling your information in accordance with applicable laws, our Premier terms, and Privacy Policy. If you have any questions or concerns regarding the processing of your personal data or wish to exercise your rights under the CCPA or VCDPA, please contact CTBids at [CTBIDSHelp@CaringTransitions.com](mailto:CTBIDSHelp@CaringTransitions.com) and/or WorthPoint at <https://www.worthpoint.com/page/about-contact>.