

## **CTBIDS Terms & Conditions**

### **WEBSITE USER AGREEMENT**

These Terms & Conditions are entered into by and between you and an independently owned and operated Caring Transitions® franchise owner ("Caring Transitions"). Please read these Terms & Conditions carefully. By using the www.CTBids.com website and any other websites affiliated with the Caring Transitions® franchise system (collectively, the "CT Website") you are agreeing to accept and be bound by, without modification or qualification, the terms, conditions, and notices contained herein, as they may be updated from time to time. **If you do not agree to these Terms & Conditions, you should not use the CT Website.** These Terms & Conditions are in addition to the terms of any other written agreement you may have with Caring Transitions.

**THESE TERMS & CONDITIONS OF SERVICE CONTAIN PROVISIONS THAT GOVERN HOW ANY CLAIMS YOU MAY HAVE AGAINST CARING TRANSITIONS ARE RESOLVED. THESE TERMS CONTAIN AN AGREEMENT BY YOU TO ARBITRATE ANY CLAIMS, WHICH WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US OR OUR AFFILIATES OR OUR FRANCHISOR TO BINDING AND FINAL ARBITRATION WHERE (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST CARING TRANSITIONS OR ITS AFFILIATES ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

#### **MODIFICATION OF THESE TERMS OF USE**

Caring Transitions reserves the right to change the terms & conditions under which the CT Website is offered, including but not limited to any charges that may be associated with the use of the CT Website.

Terms, conditions, fees & functionality of this website service are subject to change and availability, with limited advance notice. Each independently owned and operated Caring Transitions franchise may have unique terms and conditions relating to the pickup of purchased items and return policies.

#### **LINKS TO THIRD PARTY SITES**

The CT Website may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Caring Transitions or its affiliates and Caring Transitions is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Caring Transitions is not responsible for webcasting or any other form of transmission received from any Linked Site. Caring Transitions is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Caring Transitions of the site or any association with its operators.

#### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the CT Web Site, you warrant to Caring Transitions that you will not use the CT Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the CT Web Site in any manner which could damage, disable, overburden, or impair the CT Web Site or interfere with any other party's use and enjoyment of

the CT Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the CT Web Site.

### **CREATING AN ACCOUNT**

To access our website, Users will be required to create an account with a unique username, password, and nickname, which is for your personal use only. It is a condition of your use of the website that all information you provide to create an account is accurate and up to date.

Once registered, you are responsible for, and must treat your login information, as confidential and agree not to create any duplicate accounts or use any account other than the account you created at initial registration. You agree to not choose a username and/or nickname that infringes on someone else's intellectual property rights, identifies as a website other than our website, and contributes to any misleading action and/or status reflected on the website. Caring Transitions reserves the right to require changes to user credentials and has the right to disable any username, password, nickname or other identifier if, in our opinion, you have violated any provision of these terms of use.

### **USE OF COMMUNICATION SERVICES**

You may only use the CT Website if you are at least 18 years of age and able to form a legally binding contract. The CT Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.

Caring Transitions has no obligation to monitor the Communication Services. However, Caring Transitions reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Caring Transitions reserves the right to terminate your access to any or all of the Communication Services and the CT Website at any time without notice for any reason whatsoever.

Caring Transitions reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Caring Transitions' sole discretion.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download any materials.

### **MATERIALS PROVIDED TO CARING TRANSITIONS OR POSTED AT ANY CT WEBSITE**

Caring Transitions does not claim ownership of the materials you provide to Caring Transitions (including feedback and suggestions) or post, upload, input or submit to any CT Website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Caring Transitions, its affiliates and necessary sublicensees permission to use your Submission in connection with the operation of their business(es) including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Caring Transitions is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Caring Transitions' sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **LIABILITY DISCLAIMER**

**THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE CT WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CARING TRANSITIONS AND/OR ITS SUPPLIERS AND/OR ITS AFFILIATES MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE CT WEBSITE AT ANY TIME. INFORMATION RECEIVED VIA THE CT WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.**

**CARING TRANSITIONS AND/OR ITS SUPPLIERS AND/OR ITS AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE CT WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CARING TRANSITIONS AND/OR ITS SUPPLIERS AND/OR ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION,**

**SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARING TRANSITIONS AND/OR ITS SUPPLIERS AND/OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE CT WEBSITE, WITH THE DELAY OR INABILITY TO USE THE CT WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE CT WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE CT WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CARING TRANSITIONS OR ANY OF ITS SUPPLIERS AND/OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE CT WEBSITE OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CT WEBSITE.**

SERVICE CONTACT : [ctbidshelp@caringtransitions.com](mailto:ctbidshelp@caringtransitions.com)

#### **TERMINATION/ACCESS RESTRICTION**

Caring Transitions and/or its Affiliates reserves the right, in its sole discretion, to terminate your access to the CT Website and the related services or any portion thereof at any time, without notice. If we believe you are abusing the CT Website in any way, whether in a way specifically enumerated herein or not, we may, in our sole discretion, without notice and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to the CT Website, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using the CT Website. We will not be liable if for any reason all or any part of the CT Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the CT Website, Services, to all or certain Users.

#### **LIMITATION OF LIABILITY; RELEASE**

(a) General Limitation of Liability. IN NO EVENT SHALL CARING TRANSITIONS 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 CONNECITON 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 (CONTRACT OR TORT) UPON WHICH THE CLAIM IS BASED.

OUR 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 TO CARING TRANSITIONS GIVING RISE TO THE LIABILITY OR (B) \$100. The limitation of liability shall not apply to liability resulting from gross negligence or willful misconduct and death or bodily injury resulting from such acts or omissions.

(b) Auction Items.

Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, CARING TRANSITIONS SHALL NOT BE LIABLE TO ANY USER FOR ANY LOSS OR DAMAGE TO ITEMS OR ANY OTHER ITEMS TENDERED, STORED OR HANDLED OR FOR ANY OTHER PROPERTY OF USER HOWEVER CAUSED UNLESS SUCH LOSS OR DAMAGE DIRECTLY AND PROXIMATELY RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CARING TRANSITIONS. IF THE FOREGOING LIMITATIONS ARE NOT ENFORCEABLE FOR ANY REASON, YOU AGREE THAT CARING TRANSITIONS' AND/OR ITS AFFILIATES MAXIMUM TOTAL AGGREGATE LIABILITY FOR ANY DAMAGE TO ANY ITEM SHALL BE LIMITED TO ANY PAYMENT PAID BY YOU TO CARING TRANSITIONS OR \$100, WHICHEVER IS GREATER.

(c) Release. IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE CARING TRANSITIONS AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND WHATSOEVER, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS, STATUTORY OR OTHERWISE, THAT WOULD LIMIT THE SCOPE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS THAT YOU MAY KNOW OR SUSPECT TO EXIST AT THE TIME OF AGREEING TO THIS RELEASE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THEY ARE FAMILIAR WITH AND HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS IN OTHER JURISDICTIONS) THAT PROVIDE THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

## **LEGAL DISPUTES**

**(A) PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND CARING TRANSITIONS AND ITS AFFILIATES, INCLUDING ITS FRANCHISOR, 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 CARING TRANSITIONS AND ITS AFFILIATES, INCLUDING ITS FRANCHISOR, THAT RELATE IN ANY WAY TO OR ARISE OUT OF YOUR USE OF THE CTBIDS WEBSITE OR TO THESE TERMS & CONDITIONS, 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 ARBIGATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EACH PARTY WAIVED 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 Caring Transitions or the CTBids Website must be commenced within 180 days after the date the dispute arose.**

**(D) Governing Law.** You agree that: (i) the CTBids Website and these Terms & Conditions shall be deemed solely based in Ohio; and (ii) the services 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 CARING TRANSITIONS.** You and Caring Transitions 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 Caring Transitions 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 Caring Transitions may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Caring Transitions 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.

You may elect to pursue your claim in small-claims court in Hamilton County, Ohio rather than arbitration if the amount in controversy is less than \$2,000 and you provide us with written notice of your intention do so within 60 days of the event giving rise to the claim. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(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, COLLECTIVE 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 DECIDED 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 irrevocably 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.

**COPYRIGHT AND TRADEMARK NOTICES:**

All contents of the CT Website are: © 2022 by CT Franchising Systems, Inc. and/or its suppliers. All rights reserved. Any rights not expressly granted herein are reserved.

**FRANCHISOR NOT LIABLE.** You understand and acknowledges that: "Caring Transitions" is the trade name used by independently owned and operated franchisees of C.T. Franchising Systems, Inc. (CTFSI). CARING TRANSITIONS® is a registered trademark of CTFSI and each Caring Transitions location is an independently owned and licensed user of that trademark. Proprietary and confidential property of CTFSU are used under license. CTFSI will have no liability or obligation to you; CTFSI does not have the authority to, and does not in practice, control the day-to-day operation of Caring transitions franchisees; Agency is not authorized to make any contract, agreement, warranty, or representation on behalf of CTFSI; and CTFSI is a third-party beneficiary of the Terms & Conditions. You agree not to assert or commence any claim, demand, legal action or suit against CTFSI for any injury, damage or harm you sustain due to the breach of this contract or any act or omission by a Caring Transitions franchisee.

**NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated



Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

## **PAYMENT**

*Maintenance of Payment Information* — In order to place a bid, you must have valid payment information stored in your profile. By providing your credit/debit card information to Caring Transitions, you irrevocably authorize Caring Transitions to charge your primary card on file for the total purchase amount of any winning bid plus any fees associated with the purchase of the item, including but not limited to taxes, buyer's premium, shipping, packing and handling fees. You also agree and acknowledge that you will maintain valid payment information within your user profile so long as you maintain an account with Caring Transitions and that you are authorized to use the designated payment method. Caring Transitions reserves the right in its sole and absolute discretion to cancel listings or bids or suspend bidding privileges of any user not maintaining valid payment information. If your payment method fails or your account is past due, we may collect amounts owed by charging other payment methods on file with us, and/or retain collection agencies and legal counsel. In addition, you may be subject to late fees and interest in Caring Transitions' discretion which will not exceed the maximum amount permitted by applicable law.

*Payment Forms Accepted* — All invoices under five thousand dollars (\$5,000) will be automatically charged to the primary card on file in your user profile for the total amount. Purchases over five thousand dollars (\$5,000) will require an automatic charge of 10% of whatever the invoice total is. Remaining payment for those invoices must be handled between you and the Seller; invoice must be paid in full before receiving a receipt for items won. If delivery or shipping is offered by Seller, then you must select your desired item receipt method on the receipt upon the close of the sale. A shipping or delivery invoice will be created and charges will be discussed between you and the Seller; a shipping or delivery invoice will be charged to your card on file and must be paid before receiving items. If you do not elect a fulfillment method and do not pick the item(s) up during the scheduled pickup time outlined on the Seller location Terms and Conditions or your Receipt, Caring Transitions reserves the right to charge your payment method on file for the greater of the total purchase price of the item plus any applicable handling and shipping charges and may ship the item to your address of record or may elect to charge a disposal/donation fee. You hereby expressly grant Caring Transitions the right to hold a winning item until confirmation of cleared funds has been received by Caring Transitions. Winning bidders with questions on payment should reference the "?" Knowledge Base or contact the Seller.

*Sales Tax* — All sales are subject to appropriate state sales and use tax laws, including, any state sales tax laws applicable to Seller. Tax exempt buyers must provide the appropriate state sales tax exemption certificate prior to the end of the sale. Upon acceptance and validation of such information by each location, your future purchases will not be taxed, provided that you are still eligible for tax exemption. You may be required to update certificates on file periodically as deemed necessary by the Seller. Caring Transitions reserves the right to charge uncollected sales tax in the event a state official determines a buyer supplied certificate was invalid or not applicable in that state. (The acceptance of a tax exemption certificate issued by another state or

multi-state certificate varies from state to state ) <https://www.avalara.com/blog/en/north-america/2019/11/where-you-need-to-be-registered-to-get-an-exemption-certificate0.html>

### Where you can use state-issued exemption certificates

State-issued exemption and resale certificates can be found on a state tax authority's website. There are often different certificates for different situations or industries, as seen on the New York State Department of Taxation and Finance [Exemption Certificates for Sales Tax](#) page.

In instances where similar transactions routinely occur between a buyer and a seller, (e.g., a manufacturer buying parts from a supplier), a blanket or single certificate can usually be used. When there's a blanket certificate on file, sellers don't need to collect separate certificates for each transaction.

The states below accept exemption certificates from other states, but *only* if the purchaser *isn't* registered in the state where the sale occurs *and* is using a drop shipper\* that *is* registered in that state:

- |            |                  |                  |
|------------|------------------|------------------|
| • Alabama  | • Michigan       | • Rhode Island   |
| • Arizona  | • Minnesota      |                  |
| • Arkansas | • Missouri       | • South Carolina |
| • Colorado | • Nebraska       |                  |
| • Georgia  | • Nevada         | • South Dakota   |
| • Idaho    | • New Jersey     |                  |
| • Illinois | • New Mexico     | • Texas          |
| • Indiana  | • New York       | • Utah           |
| • Iowa     | • North Carolina | • Vermont        |
| • Kansas   |                  | • Virginia       |
| • Kentucky | • North Dakota   | • Washington     |
| • Maine    |                  | • West Virginia  |
|            | • Ohio           |                  |
|            | • Pennsylvania   | • Wisconsin      |
|            |                  | • Wyoming        |

The following states also accept certificates from other states, but *only* if the product wasn't first-on-board in (aka, packaged and shipped from) that state:

- Connecticut
- Florida
- Louisiana

The following states (and district) do not accept certificates from other states, therefore transactions are always taxable:

- Maryland
- Hawaii
- Washington, D.C.

### Where you can use the MTC uniform certificate

The MTC multijurisdictional [Uniform Sales and Use Tax Exemption/Resale Certificate](#) was accepted by the states listed below as of 2019. However, since state requirements are subject to change, the MTC "[cannot guarantee](#)" that all of the states still accept this certificate. Furthermore, states may accept the uniform certificate only in certain situations or for certain transactions (e.g., for resales but not exempt sales).

- |               |                  |                  |
|---------------|------------------|------------------|
| • Alabama     | • Kentucky       | • Oklahoma       |
| • Arizona     | • Maine          | • Pennsylvania   |
| • Arkansas    | • Maryland       | • Rhode Island   |
| • California  | • Michigan       |                  |
| • Colorado    | • Minnesota      | • South Carolina |
| • Connecticut | • Missouri       |                  |
| • Florida     | • Nebraska       | • South Dakota   |
| • Georgia     | • Nevada         |                  |
| • Hawaii      | • New Jersey     | • Tennessee      |
| • Idaho       | • New Mexico     | • Texas          |
| • Illinois    | • North Carolina | • Utah           |
| • Iowa        |                  | • Vermont        |
| • Kansas      | • North Dakota   | • Washington     |
|               |                  | • Wisconsin      |
|               | • Ohio           |                  |

Please note that some of the above states still require a reseller to be registered to collect sales tax in the state where the reseller makes the purchase. Others accept certificates containing another state's ID number. In Florida, for example, the certificate states that a selling dealer in Florida must include a resale authorization number from the Florida Department of Revenue. In Pennsylvania, the certificate must contain the purchaser's sales and use tax license number.

## Recap

So, which states will and won't accept an exemption certificate from you unless you're registered in that state? To recap:

3 states require a reseller to be registered in that state (i.e., they won't accept a certificate from an unregistered business): Hawaii, Maryland, and Washington, D.C. Therefore, all such sales taxable.

3 states accept another state's reseller number (another state's certificate) provided the items didn't originate in the nexus state: Connecticut, Florida, and Louisiana. In other words, Florida will accept another state's reseller number if it has proof of first-on-board that the item didn't originate in Florida.

4 states require a pass-through or they won't accept another state's certificate: California, Massachusetts, Mississippi, and Tennessee.

35 states accept an exemption certificate from another state provided the purchaser *isn't* registered in the state where the sale occurs *and is* using a drop shipper\* that *is* registered in that state: Alabama, Arizona, Arkansas, Colorado, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Certain restrictions may apply.

No matter what certificate is used to validate an exempt transaction, it must be kept as required by state law. Unvalidated exempt sales are a common cause of negative audit findings.

Learn more about when sales tax exemptions are needed in [this excellent article by Silvia Aguirre](#), the co-founder of Avalara CertCapture (hat tip to Silvia for helping with this post). And if you want to simplify exemption certificate management for your business, consider [automating it](#).

*Failure to Pay* — Any items not paid for due to a declined card on file (or for any other reason) in accordance with the Caring Transitions Terms and Conditions within the stated sale deadline will be forfeited by you. Caring Transitions reserves the right to charge any payment option you have on file and/or to report your account to collections for the combined total of the original invoice amount and any moving or disposal charges and you will be responsible for any charges incurred by Caring Transitions in collecting your payment. Caring Transitions also reserves the right to suspend your account.

## BID RETRACTION

All bids placed represent irrevocable offers to purchase that may not be withdrawn prior to the close of the auction. It is your sole responsibility not to submit erroneous bids. In the event that you submit an erroneous bid more than twenty-four (24) hours before the scheduled close of a sale, you may request a retraction with the Seller directly. Bid retractions are at the sole discretion of each individual Seller. Bid retraction requests will become part of your user history and are

subject to account suspension. Under no circumstances will a bid retraction request be honored in the final twenty-four (24) hours of a sale.

Notwithstanding any of the foregoing, Caring Transitions reserves the right to cancel any bid at any time if, in our sole discretion, we determine an error was made or for any other reason we deem that necessitates a retraction.

## **MISCELLANEOUS**

a) Changes to the Terms of Service. Caring Transitions reserves the right, at its sole discretion, to change, modify, add or remove any portion of the Terms & Conditions, in whole or in part, at any time. Your continued use of the CT Website after any changes to the Terms & Conditions are posted will be considered acceptance of those changes. Further, the policies applicable to our Services may be changed from time to time and changes take effect when we post the revised policies.

b) 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.

c) Notices to You. We may provide any notice to you under these Terms & Conditions by: (i) posting revised Terms & Conditions to the CT Website; or (ii) sending a notice to an email address you provide. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current and keep us informed of any changes in your email or mailing address so that you continue to receive all communications without interruption. You hereby (i) consent to receive all communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Your consent to receive communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us. The foregoing does not affect your non-waivable rights.

e) Relationship. No joint venture, partnership, employment, or agency relationship exists between you and Caring Transitions as a result of the Terms & Conditions or your use of the CT Website.

f) No Waiver. Any requested waiver of any provision of the Terms & Conditions must be made in writing and signed by an authorized representative of Caring Transitions specifically referencing the provision to be waived. The failure to enforce any right or provision of these Terms & Conditions will not constitute a waiver of future enforcement of that right or provision.

g) Cumulative Remedies. All rights and remedies provided to Caring Transitions are cumulative and not exclusive, and the exercise by Caring Transitions of any right or remedy does not

preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

h) Severability. If any term or provision of these Terms & Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms & Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify these Terms & Conditions to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

i) Force Majeure. Neither Caring Transitions nor its affiliates will be liable or responsible to you, or be deemed to have defaulted or breached these Terms of Service, for any failure or delay in performance hereunder when and to the extent such failure or delay is caused by or results from acts or circumstances beyond its reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), shortages, delays, or other restrictions in supply chains or workforce/labor shortages, pandemic (including the COVID-19 pandemic), quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. For the avoidance of doubt, neither Caring Transitions nor its affiliates are liable or responsible for any interruptions or outages of the Services due to technical issues outside of its reasonable control, including but not limiting to web hosts or service providers, that may lead to the interruption or interference with your ability to sell, bid, or buy items, or otherwise use the Services in any capacity.

j) Survival. The following Sections survive any termination of these Terms & Conditions: Payment, Fulfillment & Certain Fees, Disclaimer of Warranties, User Content, Indemnity, Limitation of Liability; Release, Legal Disputes, and Miscellaneous.

k) Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms of Service without our prior written consent. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Service. Caring Transitions may assign or transfer these Terms & Conditions and/or its rights and/or obligations hereunder.

l) Entire Agreement. These Terms & Conditions and any additional written agreement between you and Caring Transitions will be deemed the final and integrated agreement between you and Caring Transitions on the matters contained in these Terms & Conditions.