

# Luv2give.com Terms & Conditions

Welcome to luv2give.com, an online charity auction site. Any person who wishes to access the Site to buy or bid for goods must accept the terms and conditions of this User Agreement, without change. PLEASE REVIEW THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE USING THE SITE. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

By bidding you agree to our user agreement and return policy. Golden Clover, Inc. ("luv2give.com") reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or Services, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. CONTINUED USE OF THIS SITE AND THE SERVICES FOLLOWING LUV2GIVE.COM'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, DO NOT CONTINUE TO USE THE SERVICES OR THIS SITE.

## 1. Eligibility

Use of the Site and the Services is limited to parties that lawfully can enter into and form contracts under applicable law. Without limiting the generality of the foregoing, minors may not use the Services. Every person who uses the Services hereby represents to luv2give.com that he or she is not a minor, is at least over the age of eighteen (18) and may otherwise enter into and form binding contracts under applicable law. To register, you must provide your real name, address, phone number and e-mail address, along with other information that may be required from time to time.

## 2. Return Policy

Items are sold in "as-is" condition.

Due to the unique nature of each item, all sales are final.

Buyer acknowledges that Seller shall not be liable for any special, incidental, or consequential damages or lost profits (however arising, including negligence) arising out of or in connection with the sale of items on this site.

These Conditions of Sale are subject to change without prior notice.

Seller reserves the right to extend or cancel the item at any time.

## 3. Shipping Terms

Shipping terms are determined by the event host. We ship to the US only. Shipping charges will be added to the final price of each item. Items can be picked up at the event as well.

4. Applicable Policies and Guidelines.

You agree to abide by the procedures and guidelines for conducting and participating in transactions on the Site, which are contained in the Help Pages and are incorporated by reference into, and made part of, this Agreement. The policies, procedures and guidelines contained in the Help Pages explain the processes and set out acceptable conduct and prohibited practices. These policies, procedures and guidelines may be changed by luv2give.com in the future, and will be effective immediately upon posting, without notice to you.

5. luv2give.com Payments.

luv2give.com currently accepts credit card payments for orders in the luv2give.com. luv2give.com honors Visa, MasterCard, Discover and American Express. You warrant that any payment method selected by you when placing a bid shall enable you to make full and immediate payment for the item(s) chosen, if your bid becomes the winning bid. In the event that the chosen payment method does not enable you to make full and immediate payment for any reason (within 7 days of winning an auction), including without limitation insufficient funds or credit decline, luv2give.com may in its sole and absolute discretion cancel your bid. In such case, luv2give.com may in its sole and absolute discretion (but shall not be required to) designate the next highest bidder (meeting the applicable minimum bid or reserve requirements) as the winning bidder. At luv2give.com's sole discretion, but without any obligation, alternate payment methods may be arranged with the product purchaser(s) in the case where a payment method has been declined.

6. luv2give.com Reservation of Rights.

luv2give.com retains the right, but does not have the obligation, to immediately halt any auction, prevent or restrict access to the Site or the Services or take any other action, including but not limited to canceling any affected orders, in case of technical problems, objectionable material, inaccurate listings, typographical errors in auction listings, inappropriately categorized items, auction inaccuracies, product inaccuracies, unlawful items, items, procedures, or actions otherwise prohibited by the procedures and guidelines contained on the Site, or for any other reason in the sole and absolute discretion of luv2give.com, and to correct any inaccurate listing, auction inaccuracies, product inaccuracies, inappropriately categorized items or technical problems on the Site.

7. Your Transactions and Obligations.

If an item purchased in the luv2give.com and being shipped to a state in which sales tax liability exists, luv2give.com must charge sales/use tax on the transaction.

## 8. Password Security.

Your password may be used only to access the Site, use the Services, 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 are solely responsible for any use of or action taken under your password on this Site. If your password is compromised you must change your password under Account section.

## 9. Access and Interference.

The Site contains robot exclusion headers. Much of the information on the Site is updated on a real time basis and is proprietary of or is licensed to [luv2give.com](http://luv2give.com). You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose. Additionally, you agree that you will not: (a) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except as otherwise provided herein); (c) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (d) bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

## 10. Illegal Activity

Compliance with Laws; Fraud. The Site and Services only may be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the Services, including in regard to bidding. 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, impersonate any participant, or use another participant's password(s). Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and [luv2give.com](http://luv2give.com) will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

Shill Bidding. You are strictly prohibited from placing bids or causing bids to be placed on any product for the purpose of artificially increasing or otherwise manipulating the bidding process on [luv2give.com](http://luv2give.com) or the bid price of any product listed on the Site, or influencing user behavior on [luv2give.com](http://luv2give.com).

## 11. Breach.

Without limiting other remedies, [luv2give.com](http://luv2give.com) may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if [luv2give.com](http://luv2give.com) or any Certified Merchant is unable to

verify or authenticate any information you provide to luv2give.com; or (c) if luv2give.com believes that your actions may cause legal liability for you, other luv2give.com users or luv2give.com.

## 12. Privacy, Monitoring and Disclosure.

You should check the Privacy Policy frequently for changes. Except as authorized herein and unless otherwise authorized or consented, you agree not to use any information regarding other participants which is accessible from the Site or disclosed to you by luv2give.com except to enter into and complete transactions. You agree not to use any such information for purposes of solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy, otherwise objectionable conduct or otherwise inconsistent with our privacy policy.

**Investigation.** As permitted by applicable law and consistent with our privacy policy, luv2give.com has the right, but not the obligation, to monitor any activity and content associated with this Site. luv2give.com may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access and/or removal of any materials on the Site, including listings and bids. luv2give.com reserves the right and has absolute discretion, to remove, screen or edit any content that violates these provisions or is otherwise objectionable.

**Disclosure of Information.** As permitted by applicable law, luv2give.com also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with information requests, to protect luv2give.com's systems and customers, to allow users to resolve disputes, or to ensure the integrity and operation of luv2give.com's business and systems or other purposes deemed reasonable by luv2give.com, luv2give.com may access and disclose any information it considers necessary or appropriate, including, without limitation, user contact details, IP addressing and traffic information, usage history and posted content.

## 13. No Warranties

THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CUSTOMER'S USE OF AND RELIANCE THEREON ARE AT CUSTOMER'S OWN AND SOLE RISK. LUV2GIVE.COM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR;

THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF OFFER, LAWFUL TO SELL, OR THAT CERTIFIED MERCHANTS WILL PERFORM AS PROMISED;

ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND

ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LUV2GIVE.COM.

14. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LUV2GIVE.COM DISCLAIMS ANY AND ALL SUCH WARRANTIES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, WHICH YOU OBTAIN FROM LUV2GIVE.COM OR THROUGH THE USE OF SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

15. General Release.

BECAUSE LUV2GIVE.COM IS NOT THE SELLER IN TRANSACTIONS BETWEEN BUYERS AND CERTIFIED MERCHANTS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE LUV2GIVE.COM (AND ITS AFFILIATES, AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND 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. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." YOU, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT. YOU ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY LUV2GIVE.COM.

16. Limitation of Liability.

LUV2GIVE.COM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES WHETHER SUCH DAMAGES ARISE UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

17. Indemnity.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD LUV2GIVE.COM AND OUR SUBSIDIARIES, PARENTS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH (A) YOUR BREACH OF THIS AGREEMENT, INCLUDING THE DOCUMENTS INCORPORATED BY REFERENCE; (B) YOUR VIOLATION OF ANY STATE, FEDERAL FOREIGN OR INTERNATIONAL LAWS, CODES OR REGULATIONS; AND/OR (C) YOUR VIOLATION OF ANY THIRD PARTY'S RIGHTS, INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT OF ANY COPYRIGHT, VIOLATION OF ANY PROPRIETARY RIGHT AND INVASION OF ANY PRIVACY RIGHTS. THIS OBLIGATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

18. Applicable Law.

The laws of the State of Illinois govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws.

19. Arbitration.

YOU AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR SERVICES SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN CHICAGO, ILLINOIS, AND JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION THEREOF. EITHER YOU OR LUV2GIVE.COM MAY SEEK ANY INTERIM OR PRELIMINARY RELIEF FROM

A COURT OF COMPETENT JURISDICTION IN CHICAGO, ILLINOIS, IF NECESSARY TO PROTECT THE RIGHTS OR PROPERTY OF YOU OR LUV2GIVE.COM PENDING THE COMPLETION OF ARBITRATION AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS.

## 20. General Provision

### Entire Agreement.

This Agreement and the general terms, conditions set forth on the Site, including but not limited to those set forth in the Help Pages, Privacy Policy and Legal Pages, constitute the entire agreement of the parties 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.

### No Waiver.

luv2give.com's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of luv2give.com's right to subsequently enforce such provision or any other provisions of this Agreement.