

## **Merchadidise4Sale.com Terms of Service Usage**

### **Acceptance of Terms**

Merch4Sale.com provides its service to you, subject to the following Terms of Service ("TOSU"), which may be updated by us from time to time without notice to you. You also understand that the terms of this TOSU are subject to change without notice. The TOSU constitutes the entire agreement between you and Merch4Sale.com and govern your use of the Service, superseding any prior agreements between you and Merchandise4Sale.com.

### **Description of Service**

Merch4Sale.com and Vortexual Dreams Production, Inc., hereinafter Merchandise4Sale.com, provides users with access to a collection of resources, including, reading and submitting of classified advertisements, varying communications tools, buying and selling of merchandise or services, and search services through the Web site(s) (hereinafter referred to as the "Service"). You, as a user, also understand and agree that the Service may include advertisements and that these advertisements are a required necessity for us to deliver the Service. You also understand and agree that the Service may include certain interactions from us, such as service related communications and administrative email messages, and that these communications are considered part of using our service. Unless otherwise clearly stated, the addition of new features that supplement or enhance the current Service being delivered, including the release of new Websites, shall be subject to the TOSU. You understand and agree that the Services are provided "AS-IS" and that Merch4Sale.com assumes no responsibility for the timeliness in posting, deletion of listings, mistaken-delivery or failure to maintain any user communications or personal information. You, the user, are responsible for obtaining any and all access to the Service and realize access may involve third party fees (such as Internet service provider or airtime charges from accessing or resulting from your use of our Service). You are responsible for those fees if accumulative while accessing the service. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **Duties of the User**

By using the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the submission process or provided to employees of Merchandise4Sale.com. If you provide any information that is untrue, inaccurate, misleading, not current or incomplete, or we have reason to suspect that such information provided is so, we have the right to refuse or terminate your access to the use of the service service and prevent any future or current use of the Service or any portion thereof.

You also represent that you are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction for criminal related activities.

### **Privacy Policy**

Your information is subject to our Privacy Policy, which will not communicate any information to outside third parties, unless required for the use of the Service being provided. You acknowledge that your contact information related to a phone number, email address, website or other means to contact you about merchandise or services being sold are required in order to engage in the use of the Service. Therefore, any costs or consequences resulting from the information provided for creating a classified ad is the user's responsibility and not the liability of Merchandise4Sale.com and the user shall hold Merch4Sale.com harmless.

### **User Conduct**

You understand that all information or intellectual property data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which the Content originated. This means that you, and not Merchandise4Sale.com, are entirely responsible for all Content that is submitted, posted, emailed, transmitted or otherwise made available via the Service. While Merch4Sale.com does offer minor reviewing related to the Content posted via the Service, a great deal of the content is not monitored and verified for ownership, and as such, Merch4Sale.com does not guarantee the accuracy, integrity or quality of any Content. You, the user, understand that by using the Service, you may access Content that is offensive, indecent, questionable or objectionable. Under no circumstances will Merch4Sale.com or staff be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service being provided.

You agree to not use the Service to engage in the: uploading, posting, emailing, transmission or otherwise make available any Content that is considered unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, libelous, vulgar, obscene, invasive of another individual's privacy. You also agree that you will not engage in hateful, or racially motivated, ethnically or otherwise objectionable dialogue; that includes personal or identifying information about another person without that person's explicit consent; that is deceptive, misleading, false, deceitful, mis-informative, or constitutes a "bait and switch" practice. The user shall also not harm minors in any way; impersonate any person or entity, including, but not limited to a Merch4Sale.com staff member, sponsors, or advertisers, or otherwise misrepresent your affiliation with a person or entity.

The user also agrees that they will not engage in activity that is considered to be illegal under the governing laws of the United States or Internationally. This includes but is not limited to: the sale of stolen merchandise, solicitation of minors, selling of merchandise on false pretences to gain monies with no delivery of merchandise or services, harvesting of email, phone numbers, or names to be sold or used by third parties - exception is made for Internet search engines (such as Google, Yahoo) and non-commercial public archives, sale of illegal substances, purpose of stalking or harassing any individual or engaging in racial discrimination practices that lead to derogatory remarks as a result of racial profiling.

The user may not upload, list, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate marketing," or any other form of solicitation in violation of the Computer Fraud and Abuse Act (18 U.S.C. § 1030).

Users are prohibited to attempt to gain unauthorized access to Merch4Sale.com computer systems or engage in any activity that disrupts, diminishes the quality of or interferes with the performance of, or impairs the functionality of the Service or our website(s).

You, the user, acknowledge that Merch4Sale.com may or may not pre-screen Content, but that Merch4Sale.com and its designees shall have the right (but not the duty) in their sole discretion to pre-screen, move, edit, or refuse any Content that is available via the Service. Without limiting the foregoing, Merch4Sale.com and its designees shall have the right to remove any Content that violates this TOSU or is otherwise objectionable. In this regard, you acknowledge that you may not rely on any Content created by Merch4Sale.com or submitted to Merch4Sale.com including without limitation information found in all parts of the Service.

### **Indemnity**

You agree to indemnify and hold Merch4Sale.com, and its subsidiaries, affiliates, officers, agents, or other partners, and employees, harmless from any claim or demand, including attorneys fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOSU, or your violation of any rights of another. Any such disputes are to be settled using arbitration within Marion County, Florida.

### **Termination of Service(s)**

You agree that Merch4Sale.com may, under any certain circumstances and without prior notice, terminate your use of the Service. Cause for such termination shall include, but not be limited to breaches or violations of the TOSU or other incorporated agreements or guidelines, requests by law enforcement or other government agencies, a request by you the user. Termination of your use includes removal of the classified listings. Further, you agree that all terminations for cause shall be made at our sole discretion and that we shall not be liable to you or any third-party for any termination of your use or access to the Service. In addition, you understand and agree that you shall receive no refund or exchange for any unused time on your advertising, any fees, any Content associated with your use of the Service, or for anything else.

### **Advertisers Interactions**

Your correspondence or business dealings with, or participation in promotions of, advertisers, businesses, and individuals found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser, business, or individual. You agree that

Merch4Sale.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

### **Links to External Content/Websites**

The Service may provide, or third parties may provide, links to other World Wide Websites or resources. Since we have no control over external websites and resources, you acknowledge and agree that Merch4Sale.com is not responsible for the availability of such external sites or resources, and Merch4Sale.com does not endorse and is not responsible or liable for any Content, advertising, products, monies lost or other materials on or available from such sites or resources. You, the user, acknowledge and agree that Merch4Sale.com shall not be accountable or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in conjunction with the use of any such Content, goods or services available on or through any outside website or resource.

### **Warranty Disclaimer**

*YOU EXPRESSLY UNDERSTAND AND AGREE THAT:*

Use of the Service is at the user's sole risk and is provided "As-Is" and Merch4Sale.com does not guarantee any monetary gains resulting from the use of the Service. Merch4Sale.com does not guarantee the performance of your classified advertisement(s) nor any errors that may occur during the delivery of the Service.

Any relationship engaged in during the Service is the sole responsibility of you, the user, and Merch4Sale.com is at no time responsible or liable for any consequences that may result. You also agree that Merch4Sale.com will not be liable to you for any direct, indirect, special loss of profits or goodwill from the use of the Service.

Additionally, Merch4Sale.com may provide you with notices, including those regarding changes to the TOSU, by email, regular mail, or postings on the Service website(s).

### **Procedure Claims of Copyright or Intellectual Property Infringement**

Merch4Sale.com respects the intellectual property of others and as a result ask our users to do the same. We may, at our discretion, disable and/or terminate the classified listing of users who may be infringing on copyrights. If you feel your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been violated, please supply the following information:

1. Proof of ownership for the person authorized to act on behalf of the copyright or other intellectual property.
2. a detailed description of the copyrighted work or intellectual property that you claim has been infringed upon.
3. a description of where the material that you claim is being infringed upon is located within the website by supplying the listing number provided with the classified ad.

4. your name, address, telephone number, and email address you can be contacted at.
5. a statement by you, made under penalty of perjury, that the above information in your communication is accurate and that you are the owner of the copyright or intellectual property or authorized to act on the behalf of the copyright or intellectual property owner.

Claims of copyright or other intellectual property infringement should be sent by mail to:

Vortexual Dreams Production, Inc.

c/o Merch4Sale.com

PO Box 32

Ocala, FL 34478

**Statute of Limitation**

You agree that any claim or cause of action arising out of or related to use of the Service or the TOSU must be filed within one (1) year after such claim or cause for action will be forever lost/barred.