Complete Terms & Conditions

Please Read Carefully Before Using This Web Site

ONLINE AUCTION TERMS AND CONDITIONS CAUTION: PLEASE READ AND BE SURE YOU UNDERSTAND THESE TERMS AND CONDITIONS PRIOR TO COMPLETING THE AUCTION REGISTRATION PROCESS AND PRIOR TO BIDDING. IF YOU HAVE ANY QUESTIONS, INFORMATION ON HOW TO CONTACT US IS CONTAINED BELOW. IF YOU CANNOT AGREE TO THESE TERMS AND CONDITIONS AS WELL AS THE OTHER APPLICABLE TERMS AND CONDITIONS LISTED ON OUR WEBSITE, PLEASE DO NOT REGISTER AND BID.

(FOR RESERVE AUCTIONS ONLY) Post-Auction Reserve Consideration Clause

If the auction concludes without reaching the seller's reserve amount, the seller shall have a 24-hour period, commencing at the close of the auction, to evaluate and accept the highest bid. During this period, the high bidder is bound to their final bid and may not withdraw or reduce it. However, the bidder may choose to increase their bid during this timeframe if they so desire.

In registering to bid for this auction, you are confirming the following: • You have provided trueful and complete information concerning your identity, contact information, and payment information and will continue to do so. • You have read and familiarized yourself with the general terms and conditions related to online auctions and the terms and conditions specific to this auction, both of which are located at www.kaufman-auctions.com. You agree to be legally bound by these terms and conditions and abide by them, including but not limited to payment terms and item pick-up terms. • You understand that Kaufman reserves the right to modify the Terms & Conditions of this auction at any time. You agree to be bound to any such modifications when You use the Website or participate in an online auction for any bid placed after any such modification is posted. It is therefore important that You keep Yourself up to date with these Terms & Conditions and any changes to them. • If when bidding on Real Estate and is applicable you acknowledge (a) property disclosure, (b) lead based and the purchase agreement that you will enter into is without modification that is on the website if you are the high bidder. • You are 18 or older, legally competent to enter into a contract, and not under any disability which would prevent you from entering into a valid and enforceable contract. • You do not currently have a case in any United States Bankruptcy Court nor do you anticipate such a filing within the next 90 days. • In exchange for permission to use the website, You agree to not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose and/or in a manner allowed by Kaufman. You accept sole responsibility for all Your activities using the Website, including Your conduct

on the Website and any all content You may submit, post, or share via the Website. You will not use the Website for any unauthorized or illegal purpose. You further agree not to copy, reproduce, or publicly display any content from the Website. • It is in Kaufman's sole discretion to accept or decline the instructions of any individual who claims to be authorized to make direct changes to Your Bidder Account, so long as the person presents the appropriate account information. We shall not be responsible for the actions made by any individuals who misuse or misappropriate Your account information or other assets using Your Bidder Account, password, or other appropriate identifying information. If Your Bidder Account has been compromised, it is Your responsibility to notify Us immediately of any unauthorized use on Your Bidder Account. • You agree to assume, indemnify, and hold harmless Kaufman from any claims, liabilities, causes of action and damages, including but not limited to attorney fees, arising out of Your use of the website, participation in the auction, and/or purchase of any item. • You agree that the trademarks, logos, characters and service marks (collectively "Trademarks") displayed on the Website belong to Kaufman or are used with permission. Nothing contained on the Website shall be construed as granting any license or right to use any Trademark displayed on the Website. Your use/misuse of the Trademarks displayed on the Website, or any other content on the Website, except as provided in these Terms & Conditions, is strictly prohibited. You are also advised that Kaufman will aggressively enforce its intellectual property rights to the fullest extent of the law. • Depending on the specific online auction, You may place bids in the following ways: (1) Max Bid; (2) ForceBid/-JumpBid; and (3) Ultimate Choice Bidding Platform. "Max Bid" allows You to enter Your Max Bid and the system will continue to bid for You by increments until it reaches Your Max Bid. "ForceBid/JumpBid" is a bidding strategy by which a bidder increases the bid by more than the next accepted bid (for example, placing your bid at $150 when the next accepted bid is $125). This practice is used by some bidders to discourage others from bidding in hopes of acquiring an item at a lower price. There are many theories on the effectiveness of this practice and if You choose to apply this practice, You do so at Your own discretion. If the Ultimate Choice Bidding Platform is being utilized, there is no max bidding feature. Once You have clicked on the lot or combination of lots and click get price, You then have two options. You can simply click submit bid to enter Your bid at the amount displayed or You can enter a higher bid in the space provided. Your bid will be implemented at this amount. This is not max bidding, so the bid will be placed at the exact amount You enter. If the specific auction You choose to participate in is online only, bidding will begin at a certain time and date and end at a certain time and date. Depending on the specific auction You choose to participate in, should a bid be placed within a certain amount of minutes before the auction's ending time, the ending time will automatically be extended from the time that bid is placed. The time will continue to extend until the bidding activity has stopped. The online only auction closes when the timer

on the auction hits zero. The winning bidder of an item is the last bidder the bid history recorded before the timer hits zero. Kaufman, in its sole discretion, may determine when and how long it chooses to extend the auction's ending time. If the specific auction You choose to participate is online and live (simulcast), pre-bidding will begin at a certain time and date and end at a certain time and date. The actual live portion of the auction in which online and live bidding will occur will begin at a certain time and date and end on the same date at a later time. You can read more about auction terminology and the bidding functions and how they operate at: https://www.kaufmanauctions.com/support/terminology/. • You understand that all aspects of an online auction are subject to change without prior notice. Kaufman reserves the right to add or remove items from an online auction, split or combine lots, make changes to the online auction ending times and pick-up date and/or time, cancel, suspend, extend, or reschedule an individual item and/or online auction event, or take any other action Kaufman deems necessary to affect the fair conduct of online auction. • If you wish you can receive email notifications such as "Outbid" and "High Bid" alerts. Notifications can be configured in Your Bidder Account. For more information contact Kaufman for assistance. • You agree that Kaufman shall not be liable for any interruption in service, errors, and/or omissions caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Website. With current technology, it is not possible to develop and operate computer programs (software) and data processing systems (hardware) entirely without error, or to rule out any unpredictable events in connection with the Internet. You acknowledge that the Website is conducted electronically and relies on hardware and software that may malfunction without warning. In the event of any malfunction relating to the Website, We, in Our sole discretion, may void any sale, temporarily suspend bidding and/or re-sell any item/lot affected by any malfunction. • You agree that these Terms & Conditions and their interpretation shall be governed by the laws of the state of Ohio. You agree that Jurisdiction and Venue for any dispute involving an online auction continued by Kaufman Realty & Auctions of West Virginia, LLC, shall exclusively lie in Harrison County, West Virgina. Jurisdiction and Venue for any dispute arising out of an auction conducted by Kaufman Realty & Auctions, LLC, shall exclusively lie in Holmes, Wayne, or Tuscarawas County, Ohio

Jurisdiction and Venue for any dispute arising out of an auction conducted by Kaufman Realty & Auctions of Illinois, LLC, shall exclusively lie in Christian County, Illinois. • You agree that the provisions of these Terms & Conditions and any additional terms and conditions stated in the specific online auction in which You choose to participate in are severable, and if any part of them are found to be unenforceable, the other paragraphs shall remain in full force and effect. • To contact Our Customer Service, you may send us

an online message by submitting the information requested in the “Send us a Message” feature” at https://www.kaufman-auctions.com/support/contact/. Specific online auctions may also contain a “Contact Us” section that can be completed and submitted. You may also contact us by Phone at (800) 218-6978 during the service hours of 9AM – 4PM (ET), Monday through Friday. Specific online auctions may also contain contact information for individuals that can be contacted via telephone and/or email. Finally, you may contact us by Mail at Kaufman Realty & Auctions, LLC, P.O. Box 422, Sugarcreek, Ohio 44681 and 399 W. Main St.,Bridgeport, WV 26330. Our service hours may be reduced during certain national and/or religious holidays. • Kaufman and Our partners and agents reserve the right to send messages to You regarding any matter related to the Website, including but not limited to Your Bidder Account, online auctions, items in online auctions, and these Terms & Conditions. Further, You consent to receive emails at the email address(es) entered in Your Bidder Account. We reserve the right to contact You via telephone regarding any matter related to the Website, including but not limited to Your Bidder Account, the online auctions, the items in the online auctions, and these Terms & Conditions. Further, You consent to receive such phone calls at the telephone number(s) You enter into Your Bidder Account. We further reserve the right to contact You via text message if You opt in to “Text Alerts” in Your Bidder Account. By opting in for this functionality, you consent to receive text messages by automated means. Allowing “Text Alerts” is not a condition of purchase. This service is free from Kaufman. However, carrier message and data rates may apply. To take advantage of Kaufman text messaging alerts, you must have a text messaging enabled mobile device with a text messaging plan. The number for this device must be entered in as Your “Phone Number” in Your Bidder Account. • Kaufman and Our partners and agents may send you promotional details for Our services which We believe may interest You. If at any time You do not wish to receive these communications, please send Us a message at https://www.kaufmanauctions.com/support/contact/.

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Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;

Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it;

Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and

A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Upon obtaining such knowledge we will act expeditiously to remove, or disable access to, the material. Please be aware that there are substantial penalties for false claims.

If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is a written communication that incorporates the following elements:

A physical or electronic signature of the poster;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;

Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the service provider may be found; and that you will accept service of process from the complainant.

Notices of the foregoing copyright issues should be sent as follows:

By mail:

Kaufman Realty, LLC.

1047 W Main St.

Sugarcreek, OH 44718

United States

By e-mail:

info@kaufman-auctions.com

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