



a netGALAXY Studios service

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USA

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Auction Request Agreement & Terms and Conditions

Please complete the following information for use by netGALAXY Studios for activation of account.

Account ID Requested[†]

[†] Your account ID must be between 3 – 16 characters long, no spaces or punctuation allowed. If the account ID is unavailable, you will have an opportunity to change.

This account ID will also be your url prefix for your Auction for a Purpose application (i.e. <http://accountID.ourauctionpage.com>)

Auction for a Purpose type (Select only 1)

- Non-Profit Organization**
○ Estimated auction start date: _____
- Chamber of Commerce**
○ Estimated auction start date: _____
○ Is this for a Total Resource Campaign: Yes No
- Commercial Business**
○ Estimated auction start date: _____

How did you hear about us?

- netGALAXY Studios
- Google
- Referral – Please share: _____
- Other _____

Customer Information Required

Last Name	First Name	MI
Organization/Company Name		
Address (No PO Boxes)		
City	State	Zip Code
Phone ()		
Email Address (Required for login information)		
Domain Name		

Notes:

Auction Item(s) Assistance

As a courtesy service, netGALAXY Studios is more than happy to assist your organization with getting quality items for your auction. We will hire a team of professional account executives to call on various businesses and individuals to request items for your auction. In exchange for this professional service, a 10% fee of the revenue generated by the item(s) collected will be incurred in addition to the 15% auction service fee. Only the items that our account executives collect will incur the 10% fee; any items that your organization collects will not incur this fee.

Yes, please assign an account executive to this account to help with item(s) for this auction

Payment Information

Credit Card VISA MASTERCARD AMERICAN EXPRESS DISCOVER **Bank** CHECK

The Auction for a Purpose application service is setup with no upfront costs. At the conclusion of your auction, the accounting department will run a report of all bids and payments made to your auction payment gateway. A 15% auction service fee will be incurred on the total revenue generated and an electronic invoice will be sent to the email address above. If paying by credit card, you will be sent a link electronically to make payment via our secure payment gateway system. All invoices are net 10 days. Any payments made after 10 days will incur a 1% late fee penalty.

General Terms and Conditions

You must be a U.S. resident 18 years or older to qualify for our services. All Terms and Conditions of the Auction for a Purpose service as provided by netGALAXY Studios to you shall be subject to the agreement between you and netGALAXY Studios, and partners, affiliates and representatives will have no responsibilities under such agreement. netGALAXY Studios reserves the right to pursue any and all available legal remedies for fraudulent submissions.

You agree that this agreement will be governed by the laws of the state of South Carolina and you consent to the exclusive jurisdiction and venue of courts in Charleston County, South Carolina in all disputes arising out of or relating to this agreement.

By signing the back of this agreement, you warrant that you are 18 years old or older and that all information supplied by you is accurate. You also agree to pay a 15% auction service fee for use of the Auction for a Purpose application service within 10 days of the conclusion of your auction.

If you selected the auction item(s) assistance option above, you agree to pay a 10% fee of the revenue generated by the item(s) collected in addition to the 15% auction service fee.

Network activity and capacity may affect access availability.

Please see reverse for more information.

Service & Terms of Use Agreement

A. TERMS OF USE

netGALAXY Studios grants the Customer a non-exclusive service subscription to use and display an Auction for a Purpose auction application in accordance with the terms of this agreement. This agreement comes with a unique number and allows the Customer to use a single design on a single website with a single sub-domain name. The subscription requires no upfront costs to the Customer prior to the Customer's use of the Auction for a Purpose application, but does incur a 15% auction service fee on the total revenue generated at the conclusion of the auction.

B. CUSTOMER MAY

- Publish an Auction for a Purpose application on the Internet with a single sub-domain name. If the Customer wants to publish an Auction for a Purpose application on a domain name other than the sub-domain assigned, the Customer must register that domain and host it on the netGALAXY Studios server(s). A \$250.00 setup fee is required for a unique domain name setup on the netGALAXY Studios server(s).
- Change any part of an Auction for a Purpose application at the Customer's own responsibility. netGALAXY Studios accepts no responsibility for any changes the Customer may make to the Auction for a Purpose application via the administrative control panel.
- Use any of the demographic and customer data generated by the auction for any purpose the Customer chooses.

C. CUSTOMER MAY NOT

- create scandalous, obscene, defamatory or immoral works using the Auction for a Purpose application, nor use the Auction for a Purpose application for any purpose which is prohibited by law;
- use or permit the use of any graphic image of Auction for a Purpose or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Auction for a Purpose application or any part thereof;
- transfer a copy of the Auction for a Purpose to another person or legal entity. The Customer may, however, transfer the Auction for a Purpose application service to another person or legal entity provided that the Customer notify netGALAXY Studios in writing and transfer the entire Auction for a Purpose service term, including all copies, including this Agreement to all such persons or entities. The Customer is not permitted to retain any copies whatsoever, including copies stored on a computer or other storage device.

The party receiving such transfer must notify netGALAXY Studios in writing of such transfer and agrees to be bound by the terms and conditions of this Agreement.

D. PRICE & PAYMENT

The price for an Auction for a Purpose service is stated on the Auction for a Purpose website and on the front of this agreement. Prices are subject to change without notice or obligation prior to the acceptance of a Customer's order. Terms of payment are within the discretion of netGALAXY Studios. Unless stated otherwise, netGALAXY Studios must receive payment within 10 days of the conclusion of Customer's auction.

E. ORDER CANCELLATION

There are cases where a Customer's order may be cancelled. If the Customer desires to cancel an order he or she must contact netGALAXY Studios by e-mail at the netGALAXY Studios e-mail address or by postal mail at the netGALAXY Studios office address (123 King Street, Suite 2; Charleston, SC 29401).

F. RETURN POLICY

All Auction for a Purpose service applications are subject to a 30-Day Return Policy. netGALAXY Studios will refund any payments received that the Customer did not receive payment from within 30 days of a Customer's concluded auction. No returns will be accepted on special orders or custom-made products, including templates, domain registrations or specialty requests.

G. COPYRIGHT FOR AUCTION FOR A PURPOSE

All of the Auction for a Purpose designs, layout, graphics, interfaces, and arrangements have copyrights. All rights not specifically granted to the Customer by this Agreement are reserved. Customers are granted the right to use and modify their Auction for a Purpose layout via the administrative control panel as they so choose. Distribution, trade and retail sales of Auction for a Purpose by Customers are strictly prohibited. The transferring of Auction for a Purpose is defined in section C of this agreement.

H. TERMS

This subscription shall continue for as long as the Customer is in compliance with the terms and conditions of this agreement. This agreement will terminate immediately if the Customer fails to comply with any of the terms or conditions stated herein or within their domain agreement. Limitations of Warranties and Liability set out below shall continue in force even after any termination.

I. LIMITATIONS OF WARRANTIES AND LIABILITY

The Auction for a Purpose service is provided by netGALAXY Studios on an "as is" basis, without any other warranties or conditions, express or implied, including, but not limited to, warranties of merchantable quality, satisfactory quality, merchantability, fitness for a particular order, or non-infringement, or those arising by law, statute, usage of trade, in the course of business or otherwise. The entire risk as to the results and performance of the Auction for a Purpose service is assumed by the Customer. Neither netGALAXY Studios, nor its dealers, suppliers or partners shall have any liability to the Customer or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including, but not limited to, loss of revenue or profit, lost or damaged data or other commercial or economic loss, even if netGALAXY Studios has been advised of the possibility of such damages, or they are foreseeable. netGALAXY Studios is also not responsible for claims by a third party. The limitations set forth herein shall apply whether or not the alleged breach or default is a breach of a fundamental condition or term of this agreement. Some states/countries do not allow the exclusion or limitation of liability for consequential or incidental damages, so, in such cases, the above limitations may not apply to the Customer.

J. GENERAL

This Service & Terms of Use agreement is between the Customer and netGALAXY Studios, and supersedes any other agreement or discussions, oral or written, and may not be changed except by a signed agreement. No amendment to or modification of this agreement will be binding unless put in writing and signed by netGALAXY Studios and the Customer.

Signature of Agreement

Signature _____ Print Name _____ Date _____