



Data Sheet: Auction for a Purpose Terms and Conditions

Auction for a Purpose – Terms and Conditions

Terms and Conditions for Auction for a Purpose service

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 15% of total revenue generated by Customers auction. This is also stated on the Auction for a Purpose website. There are no upfront costs to get started. 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.

Copyright © 2009 netGALAXY Studios. All rights reserved. Auction for a Purpose is another netGALAXY Studios production. Other names may be trademarks of their respective owners.



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.