

BIDOFTHIS.COM TERMS OF SERVICE

Brian Cohen's Four years of experience with eBay has brought with him an unparalleled expertise in online auction transactions¹. Brian has demonstrated his ability create and design professional, intuitive, eye-catching auction listings that attract bidders and that facilitate closing the sale. Bidofthis.com auctions are conducted with an incomparable personal touch. View our portfolio at www.bidofthis.com or Contact Brian Cohen at 718-BID-1915 For Additional information.

Please read the entire document completely, *before signing or initialing it.*

I², _____ (PRINT NAME)

_____ (ADDRESS 1)

_____ (ADDRESS 2)

_____ (PHONE)

_____ (EMAIL)

am the legal owner or have been authorized by the legal owner(s) to sell the following item³ via auction on eBay™:

INITIAL _____

¹ We have successfully completed over 500 transactions whereby a winning bidder has left favorable "Positive Feedback" at the close of our auctions.

² Hereafter, "I," "Myself," you, your, and/or the "Seller" represents the above named owner(s) or individual authorized by the rightful owner to sell/release the item; these terms can be used interchangeably. The "Independent Agent" Bidofthis.com (Brian I. Cohen) is an auction services company. Bidofthis.com is not the "Seller."

³ Hereafter, "auction item," "item," "goods" and/or "piece" can be used interchangeably

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MINIMUM BID PRICE \$ _____

❖ **OPTIONAL “BUY IT NOW⁴” PRICE** \$ _____

ESTIMATED FAIR MARKET VALUE \$ _____
(Sellers initial guesstimate of what the item is worth)

I (**AM**) (**AM NOT**) A registered user of eBayTM.

My eBayTM USER ID is _____

I (**AM**) (**AM NOT**) an expert in the subject matter and/or field of the above named piece.

I understand and agree that:

An Auction can be a contractually binding agreement that cannot be reneged.

Once an auction is listed on eBay,TM the auction cannot be closed early.

Even if my auction does NOT close with a winning bidder that I am responsible for and have been assessed a **MINIMUM FEE of \$** _____

In the event that your item closes without a winning bidder, you have the option to re-list the auction (maximum relisting is twice).

Optional Minimum Relisting Fee 1 \$ _____

Optional Minimum Relisting Fee 2 \$ _____

The above listing fees are collected in advance and are *deducted* from the total commission if my item is SOLD (i.e. these are not charged on top of the commission). If a bid is reneged/invalid/hoax and a valid bid cannot be resolved, Minimum fees are assessed. If no bids are placed on the auction, only the minimum fees are assessed.

Bidofthis.com collects a commission if your item is successfully sold.
Bidofthis.com Commissions are as follows:

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⁴ A potential bidder becomes an instant *buyer* of an auctioned item at a set price **above** the minimum bid price. However, this option is removed if a *bid* is placed on the auction.

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<u>WINNING BID</u>	<u>BIDOFTHIS.COM COMMISSION⁵</u>
≤ \$299.99	45%
\$300–999.99	35%
\$1000–4999.99	20%
≥ \$5000	15%

Bidofthis.com makes no guarantees or warranties that my item will be sold.

I agree not to “Sell Away” during the course of the auction. This means that I am giving an exclusive right to Bidofthis.com to sell my item during the course of the auction via eBay™. The names and contact information of *prospective* bidders (including *Prospective* buyers) and losing bidders (users that are outbid) shall remain anonymous *even after the close of the auction* (at Bidofthis.com’s discretion).

The aforementioned fees entitle me to:

- a) A 7 Day auction listing in eBay™ (plus relisting if applicable).
- b) Professional digital photograph images of my item.
- c) An extended viewing gallery and slideshow of the item.
- d) An eBay™ .25 image gallery listing.
- e) A test auction for review before an actual live auction is listed.

BIDDER QUALIFICATION

I will not have contact with or know the identity of any bidders during the course of the auction. Bidofthis.com will act as an intermediary for Question/Answer sessions during the auction and will anonymously transmit questions/inquiries to me during the auction. Bidofthis.com is authorized to answer questions about the auction on my behalf.

eBay™ Users (bidders) with “overall” Feedback of Less than Zero (-1, -2, -3, etc) **CANNOT** bid on the auction

eBay™ Users that are “Newbies” - Feedback of 0 (Zero)
(**CAN**) (**CANNOT**) bid on the Auction

() **Only** eBay™ Users that have feedback of 1 (one) or Greater can bid on the auction.

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⁵ Percentage of the winning bid price. There are no additional fees.

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() Only eBay™ Users that have feedback of 10 (ten) or Greater and have been registered with eBay™ for more than 60 (sixty) days can bid on the auction.

****In an attempt to safeguard to the greatest extent possible against situations that could conceivably lead to allegations of collusion or fraud, or other violations of the Uniform Commercial Code with respect to auctions, the parties agree that the following people will be excluded from bidding on an auctioned item: friends and / or family of the Seller and Bidofthis.com.**

DESCRIPTION

Check all that Apply:

- | | | |
|--|---|---|
| <input type="checkbox"/> MIB (Mint In Box) | <input type="checkbox"/> NIB (New In Box) | <input type="checkbox"/> Mint |
| <input type="checkbox"/> MISB (Mint In Sealed Box ⁶) | <input type="checkbox"/> MOC (Mint On Card) | <input type="checkbox"/> NM (Near Mint) |
| <input type="checkbox"/> OOP (Out of Print/Production) | <input type="checkbox"/> Factory Sealed | <input type="checkbox"/> Uncirculated |
| <input type="checkbox"/> Vintage (Used) | <input type="checkbox"/> Used Once | <input type="checkbox"/> Broken |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

AUTHENTICITY

Bidofthis.com does not warrant or make any representation regarding the value of the auction item and does not claim to be an expert in appraisals nor is registered with any professional appraiser association. However, Brian Cohen has a Masters Degree in Library Science (MLS) and can provide extensive qualitative research in virtually any subject matter.

I will assist in providing an *accurate description* of the item to be auctioned and will disclose all blemishes, deficiencies, irregularities to Bidofthis.com before the item is listed on eBay™. In the unlikely yet conceivable event that Brian Cohen becomes aware (through a professional appraiser or otherwise that a Seller has attempted to knowingly deceive a bidder (i.e., by putting up for auction a known forgery, a known inauthentic item, or a known fake item or other such behavior), the following will occur:

If the item has not yet been placed onto eBay for sale, Brian Cohen shall not put the item up for auction, and shall notify eBay in advance of his knowledge of the identity of the fraudulent item.

If the item has been put onto eBay, then Brian Cohen will notify eBay™ of the identity of

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⁶ Box *can* be damaged

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the item, and shall remove said item from sale immediately. Moreover, if Brian Cohen is requested by eBay to give the identity of the Seller, Brian Cohen may, at his discretion, comply with such demand from eBay, to preserve his respected reputation and standing within the eBay / auctioning community.

I (**DO**) (**DO NOT**) want my item to appraised by a professional Appraiser registered with the Association of Online Appraisers via CollectingChannel.com's Ask the Appraiser™

- **\$19.95 fee.** Includes online appraisal Report & Certificate. Available 3 business days after submission.

() My item is authentic (i.e. not counterfeit)

I (**DO**) (**DO NOT**) have a genuine CERTIFICATE OF AUTHENTICITY for my item.

The appraisal I provided from an Appraiser registered with the following professional association _____

My item (**IS**) (**IS NOT**) UNIQUE (i.e. an oil painting signed by painter)

ESCROW

All transactions use Escrow.com escrow services. The winning bidder has a First Article Inspection period where he/or she has a right to reject the auction transaction/purchase. However, the winning bidder is bound by the auction laws in the state he/she resides in and cannot arbitrarily reject the auction. The minimum inspection period is 1 day (twenty four hours).

I authorize the winning bidder to have an inspection period of _____ days (Please pick a number 1 – 7. A One day (24 Hour) inspection period is recommended)

TRANSFER & RELEASE OF GOODS

I will (**PERMIT**) (**NOT PERMIT**) the winning bidder to personally pick up the item.

Even though bidders pay for shipment in Bidofthis.com transactions, funds are not immediately available for shipment of goods (because escrow is utilized). **Bidofthis.com advances payment for shipping for transactions that cost \$150 or less. (Bidofthis.com is reimbursed these shipping costs after escrow is released by the buyer).**

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I (the Seller) will pay for estimated shipping expenses (where shipping costs more than \$150). I will be reimbursed for shipping expenses *after* the Escrow process has been successfully completed.

Shipping Estimate \$ _____

At no time before, during or after the auction does Bidofthis.com retain ownership of the auction item (with exception of non-payment of commission and/or fees by the seller). Bidofthis.com is *not* the seller of the auction item; Bidofthis.com is the independent agent and eBay™ trading assistant.

PAYMENT

Bank Wires (to you the Seller) are free for auctions that close over \$1500. For auctions that close less than \$1500 there is a fee of \$25 for a Bank Wire.

However, Brian Cohen draw you a check for payment (no fee).

If there is choice of accounts for a Bank Wire please use Chase Bank (ABA Routing # 02100021 if available).

Please provide the following information so that a Bank Wire can be sent to your Bank:

BANK NAME _____

BANK ADDRESS 1 _____

BANK ADDRESS 2 _____

ACCOUNT # _____

ABA ROUTING # _____

Bidofthis.com sends a bank wire to you after Escrow.com releases payment to Bidofthis.com. Escrow.com can take 5 Business Days *after* the bidder *accepts* the item via *Escrow.com* to process and send funds to Bidofthis.com. Bidofthis.com's bank can also take 3 business days to process incoming funds from Escrow.com. Bidofthis.com then releases your net payment to you. The amount of time it will take for you to receive your money will *also* depend on how long it will take your bank to process a wire from Chase bank from a ABA routing # of 02100021.

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DISPUTE RESOLUTION:

I **AGREE** to use Square Trade Online Dispute Resolution's (ODR) network of professional mediators and arbitrators at www.squaretrade.com (advised by experts in the fields of consumer protection, cyberlaw, and dispute resolution) in the event that there is a disputed incident concerning the auctioned item. Bidofthis.com is a registered member of SquareTrade and displays SquareTrade logos in its auctions.

INSURANCE

Bidofthis.com is not responsible for loss or damage of goods before, during or after its transfer from or to the winning bidder or Seller. The winning bidder is required to pay for and the appropriate loss carrier and/or insurance through the shipping company. Brian Cohen is not a Fiduciary and as such is not responsible for loss, damage or theft of goods before, during or after its transfer to or from the Winning Bidder or Seller. The winning bidder is required to pay for the appropriate loss carrier and/or insurance through the shipping company. Shipping companies historically are not required to indemnify the seller for more than the declared value of the package (Ref: *Art Masters Associates, Ltd. V. United Parcel Service*; 1990).

ACCOUNTING, FINANCIAL & LEGAL EVENTS

Monies received from this transaction may be a taxable event. Consult a Certified Public Accountant for additional information. An appropriate financial consultant should be retained for any financial decision. It is advised to consult with an attorney *before* signing or initialing the Terms of Service. Bidofthis.com is not my fiduciary.

NEW YORK ARTS AND CULTURAL AFFAIRS LAW

Both parties are bound by and will adhere to New York's Art and Cultural Affairs Law as it relates to the conducting of auctions and to questions involving the buy and sell of commercial goods:

<http://assembly.state.nv.us/text/leg/?cl=7>

UNIFORM COMMERCIAL CODE

Both parties are bound by and will adhere to the Uniform Commercial Code (UCC), as it relates to the conducting of auctions and to questions involving the buy and sell of commercial goods:

<http://www.law.cornell.edu/ucc/ucc.table.html>

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LIMITATION ON LIABILITY

Brian Cohen does not appraise the articles put up for auction; all property is sold "AS IS" without any representations by Brian Cohen as to the merchantability, fitness for a particular purpose, the inexactness of descriptions or the non authenticity of articles, or of their origin, provenance, paternity, attribution, period, style, date, physical condition, size, quality, rarity, importance, medium, exhibitions, literature or historic relevance of any property. No statement anywhere, whether oral or written, whether made in the auction listing, an advertisement, Press Release or announcement, a bill of sale or elsewhere, shall be deemed such a warranty, representation or assumption of liability by Brian Cohen. As such, in the event that a third party challenges the Seller's Warranty of Title to an item, the seller agrees to bear the legal responsibility for any damages arising from such a claim.

Additionally, in the event that a third party seeks to recoup monetary losses from Brian Cohen, as a result of any real or perceived problem with an auctioned item, and in the event that there was no negligence, breach of duties under this contract or other wrongdoing by Brian Cohen, then the Seller agrees to hold harmless and fully indemnify Brian Cohen from any judgment rendered against Brian Cohen in a Court of Law, Tribunal or other judicial forum.

Brian Cohen makes no guarantees or warranties that eBay's™ services will be uninterrupted, such as in an unplanned outage or impacted by a Force Majeure. Brian Cohen will not be liable to any parties, or any bidder, for failure to perform under this Agreement -- to the extent that any such failure results from any cause beyond Brian's reasonable control, including without limitation outages and/or interruption from the Internet Service Providers *Infospace, Inc. & Road Runner*, Auction Service Providers (i.e. *Auctiva, Andale AuctionWatch, eBay™*), unforeseen and / or uncontrollable forces of nature, acts of God, electrical or power outage.

Notwithstanding the above indemnification clause, in no event will Brian Cohen's total liability for all claims arising under this agreement, whether in contract, tort or otherwise, EXCEED the combined Commission and Fees for an auction listing paid to Brian under this agreement during the Twenty Four (24) month period after an auction is listed on eBay™.

RIGHT OF BROADCAST

I grant Bidofthis.com a perpetual nonexclusive, royalty free, worldwide right and license to use without limitation to broadcast, store, display, transmit any part of an auction listing (other than personally identifiable information such as my name, address and email address) for any purpose in any and all media including the Internet/World Wide Web, without limitation on the commercialization of such material.

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