



## User Agreement

USER AGREEMENT THE FOLLOWING SETS FORTH THE TERMS ON WHICH CURACAO BASEBALL WEEK OFFERS ACCESS TO OUR SERVICE. USE OF THIS SERVICE CONSTITUTES USER'S AGREEMENT WITH THE TERMS AND CONDITIONS AS DESCRIBED. WE RESERVE THE RIGHT TO MODIFY OR CHANGE THESE CONDITIONS AT ANY TIME.

### **AUCTION BIDDING PROCEDURES & RULES**

**1) REGISTRATION** All bidders, must register to receive a User ID and Password in order to bid online. You can register online by clicking on the "Register" link found on various pages throughout our web site. You may also register by phone. Once registered, your User ID and Password will be valid for all future CURACAO BASEBALL WEEK sales. Registration by phone is available between 10:00 AM and 5:00 PM, EST Monday through Friday. Internet registration is available 24 hours, however, final credit approval may take up to 72 hours to complete. Accordingly, bidders need to register PRIOR to the closing date. Bidder registration on the auction closing date will be at the discretion of CURACAO BASEBALL WEEK management and will be limited on a case-by-case basis. Any restrictions on the amounts new bidders may bid will be made at the discretion of the auction management. New bidders may be asked to provide credit card information as guarantee of payment.

### **2) BIDDING**

Bidding begins immediately upon the launch of the auction on our web site. Preliminary bidding will end at published closing time (for example, 8:00 PM, EST) on the auction closing date. To bid on a lot after 8:00 PM, EST you must have placed a bid on that lot prior to 8:00 PM, EST. Thus, if you are the only bidder on a lot at 8:00 PM, EST on the auction closing date, the auction software will disallow additional bidding for that lot and you will be declared the winner. Bidding prior to 8:00 PM, EST as well as after 8:00 PM, EST (the latter regulated by the 15Minute Rule), may occur in any of the following ways: a) Online Bidding - Online bidding for registered users who have obtained a User ID and Password is available 24 hours. Beginning at 8:00 PM, EST on the auction closing date, bidding will be extended in accordance with the terms of the "15Minute Rule" (with all items ending at the same time). After 8:00 PM, EST "Time Left" in the user interface will count down in real time the amount of time remaining until such time as no lots receive even a single bid for a period of approximately 15 minutes at which time the auction will officially close and "Time Left" will read "Auction Has Ended."

- 3) For each item in the auction there is a "Minimum Bid," the price below which the lot will not be sold. CURACAO BASEBALL WEEK strives to set reserves at a level well below the items' estimated retail value.
- 4) Bidding increases will be accepted in increments of 10% above the current high. There are no exceptions to the bid raise amounts.
- 5) There is no buyer's premium in this auction.
- 6) By placing an "Auto Bid" you are CURACAO BASEBALL WEEK to bid competitively on your behalf, up to but not over your specified limit. "Auto Bids" must be calculated in 10% increments and do not include the 15% buyer's premium. Your confidential "Auto Bid" will be implemented incrementally, only if necessary, to the dollar amount authorized and no further.
- 7) **BID STATUS NOTIFICATION** When a bidder is outbid by telephone or Internet bid, an email will be sent notifying that bidder that they have been topped. Notification as such is intended to provide bidders in the timeliest manner possible with information regarding their bids' changed status. This outbid notice is simply offered as an additional service, and should not be relied upon when determining whether you remain the high bidder on any lot.
- 8) Inquiries concerning condition are strongly advised. Internet pictures should NOT be used to determine condition or grade as in some instances pictures have been cropped or enlarged in order to provide the best possible representation of an item within the scale restrictions of the medium. We will be happy to provide detailed telephone descriptions and as much additional information as is needed for the potential bidder to make an informed decision. Telephone inquiries regarding condition as well as viewing appointments must be made within one week of the auction closing date. Due to the heavy volume of calls on the auction closing date, condition inquiries will NOT be considered on the auction closing date.
- 9) Costs for packaging, shipping and insurance will be added to all invoices. Absolutely NO lots will be shipped until full payment is received and cleared. Please allow up to 2 weeks to receive your shipment after your payment funds have properly cleared our bank account. We do not ship partial orders.
- 10) Auction results can be obtained by using one of the various "Search" or "View" features on our auction web site. Winning bidders and sellers will be notified of the results of an auction via email immediately after the auction closes. Invoices are usually mailed within 72 hours after the close of an auction.
- 11) Invoices are payable upon receipt with payment due no later than two weeks from date of invoice. Payments may be made by cash, check, money order or Paypal. All Paypal payments must include an additional amount equaling the service fee charged by Paypal. All personal checks will be held for 10 days before merchandise is approved for shipment. Credit Cards can only be accepted via Paypal, with the appropriate Paypal fees added. If you have items that were consigned to the auction, when settling up your account, you agree that balances due can be offset by items purchased in the auction.

- 12) RETURN POLICY** Collecting sports memorabilia is a hobby, not an exact science. CURACAO BASEBALL WEEK goes to great lengths to research items in our auctions, but the information presented cannot be guaranteed. Therefore, we accept returns only in the case of a major error in our description. We must be notified within 24 hours of your receipt of the item. Due to the fact that items are received on consignment, and consignors are shortly after payment is received for said item, CURACAO BASEBALL WEEK cannot accept returns or offer refunds after this 24 hour period. CURACAO BASEBALL WEEK strives to present only 100% authentic items in our auctions. We are very selective in the third party authenticators that we trust. However, where an item comes with a third party certificate of authenticity, CURACAO BASEBALL WEEK is only representing that that particular third party authenticator has deemed the item authentic. CURACAO BASEBALL WEEK is not and cannot be held liable for a differing opinion from any other third party authenticator. Where an item is offered without a certificate of authenticity, it is the bidder's sole responsibility to ensure the items authentication PRIOR to bidding. To assist the bidder in this regard, widely regarded third party authenticator PSA/DNA offers "quick opinions" on autographed items in our auctions. CURACAO BASEBALL WEEK will also make any such item or lot available for review and inspection, and will gladly provide additional pictures and information upon request.
- 13)** We reserve the right to accept or refuse a bid by any bidder for any reason.
- 14)** Registrant agrees to automatically receive email notifications relating to the auction, or auction announcements.
- 15)** We are not responsible for any inaccuracies or omissions contained within this website.
- 16)** Placing a bid constitutes acceptance of the above terms. LAWS These Terms of Service shall be governed by and construed in accordance with the laws of the state of CURACAO. All Registered Users of the CURACAO BASEBALL WEEK website, as well as bidders or consignors to any auction agrees to submit to the exclusive jurisdiction CURACAO. It is further agreed that the State Courts of CURACAO are the exclusive place of jurisdiction. If any provision(s) of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. If that cannot reasonably be done, such provision shall be severable, and may be stricken without change to remainder of this agreement. This Auction Site's failure to exercise or enforce any rights or provisions of these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by this Auction Site in writing. User and this Auction Site agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in these Terms of Service are provided for reference purposes only and have no legal or contractual significance

## **DESCRIPTION OF SERVICE**

CURACAO BASEBALL WEEK provides its users with an Internet auction service for the purpose of buying and selling personal property. Users agree to provide certain current,

complete, and accurate information about themselves and to maintain and update this information as required to keep it current, complete and accurate. All information requested on original sign up shall be referred to as registration data ("Registration Data"). Furthermore, user grants this Auction Site the right to disclose to third parties certain Registration Data about User and Service membership in the aggregate; however, such disclosures will exclude user's name, mailing address, email address, account and phone number, unless: (1) User expressly directs this Auction Site to disclose such information, or (2) this Auction Site is required to disclose such information by any applicable law or legal process served on this Auction Site.

## **MODIFICATIONS TO TERMS OF SERVICE**

This Auction Site may change these Terms of Service from time to time. User's continued use of the Service constitutes both: (1) their acknowledgment of these Terms of Service and any modifications; and (2) User's agreement to abide and be bound by these Terms of Service and modifications.

## **MODIFICATIONS TO SERVICE**

This Auction Site reserves the right to modify or discontinue the Service with or without notice to user. This Auction Site shall not be liable to users or any third party should this Auction Site exercise its right to modify or discontinue the Service.

## **TERMINATION**

Should user object to any of these Terms of Service or any subsequent modifications thereto or become dissatisfied with the Service in any way, user's only recourse is to: (1) discontinue use of the Service; (2) terminate Service membership; and (3) notify this Auction Site of termination.

## **USER ELIGIBILITY**

Our services are available exclusively to individuals able to form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. Furthermore, this Auction Site reserves the right to refuse service to anyone for any reason whatsoever.

## **REGISTRATION & ACCOUNT SECURITY**

Users agree to provide true and accurate information about themselves in the registration form. If any information provided by user is incomplete or inaccurate, this Auction Site retains the right to terminate user's membership and rights to use the Service. As part of their registration, users will receive a User ID and Password. Users are encouraged to keep their User ID and Passwords private because the foregoing data is the only information needed for purchasing power. Users are responsible for the confidentiality of their User ID and Password as well as for any and all activities that occur under their user ID and password-protected account. User agrees to immediately notify this Auction Site of any unauthorized use of their User ID or Password or any other breach of security known to user.

## **USER CONDUCT**

User is solely responsible for the contents of his or her transmissions through the Service. Use of the Service is subject to all applicable local, state, national and international laws and regulations. Attempts to gain unauthorized access to other computer systems are prohibited. This Auction Site may, at its sole discretion, immediately terminate Service should user's conduct fail to conform to these Terms of Service and User Agreement.

## **OTHER LIMITATIONS**

This Auction Site retains the right, at our sole discretion, to determine whether or not a user's conduct is consistent with the letter and spirit of this Agreement. This Auction Site reserves the right to terminate service if a user's conduct is found to be inconsistent with these Terms of Service and User Agreement.

## **BIDDING AND BUYING**

CURACAO BASEBALL WEEK has the right to establish general practices and limits concerning users' bidding privileges and procedures. A user who has entered the highest accepted bid at the end of an auction is obligated to complete the transaction. Once entered, bids are NOT retractable. This Auction Site and its host are not responsible for bids not being processed or not being accepted due to technical difficulties. Moreover, bid manipulation of any kind is expressly forbidden. A seller is prohibited from placing bids or arranging to have bids placed on behalf of seller, seller's agent or assigns. No shill bidding is allowed.

Buyers are prohibited from communicating with each other with the purpose of manipulating the final purchase price of an item. Please note that it is a violation of law to make bids in a false name or with an invalid payment method, even if our software initially accepts such a bid. Be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us, which can be used by law enforcement officials to identify you. Do not test our auctions with false bids. This puts you at substantial personal legal risk. Fraudulent bidders will be prosecuted to the fullest extent of the law. Currently, both the FBI and the US Secret Service are responsible for investigating all Internet fraud cases.

## **SERVICE INTERRUPTION**

CURACAO BASEBALL WEEK and its host are not responsible for the interruption of service for any reason. In this regard, CURACAO BASEBALL WEEK and its host are not responsible for lost bids – to either the bidder or the consignor/seller. User hereby agrees that lost bids, lost information, service failure and the like are not the responsibility of CURACAO BASEBALL WEEK. Until such time that CURACAO BASEBALL WEEK receives verified payment funds for an item, OCTAGON

AUCTIONS is not responsible or liable for the completion of any transaction for any reason. Additionally, CURACAO BASEBALL WEEK may choose to cancel any lot or the entire auction for any reason or no reason at all.

## **NON-PAYMENT BY HIGH BIDDER**

CURACAO BASEBALL WEEK is not responsible for non-payment by the high bidder, and is not responsible to offer any such item to any other bidders. In its discretion, CURACAO BASEBALL WEEK may offer to relist such item in a subsequent auction.

## **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE**

As operated by CURACAO BASEBALL WEEK, this auction Service, is provided to you under the foregoing Terms of Service and any operating rules or policies that may be published by this Auction Site. The Terms of Service comprise the entire agreement between User and this Auction Site and supersede all prior agreements between the parties, regarding the subject matter contained herein. By participating in the registration process, you are indicating your agreement to be bound by all of these Terms of Service.

## **DISCLAIMER OF WARRANTIES**

IN ADDITION TO THE WARRANTIES AND DISCLAIMERS SET FORTH ABOVE, USER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT USER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS" AND "AS AVAILABLE" BASIS. THIS AUCTION SITE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CURACAO BASEBALL WEEK MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CURACAO BASEBALL WEEK MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. CURACAO BASEBALL WEEK MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM CURACAO BASEBALL WEEK OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. HOWEVER, USER HEREBY AGREES THAT THIS SECTION AND THE ENTIRETY OF THIS DOCUMENT SHALL BE INTERPRETED BASED ON THE LAWS OF CURACAO. LIMITATION OF LIABILITY CURACAO BASEBALL WEEK OR ITS HOST SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASE OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO, OR ALTERATION OF MEMBER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF CURACAO BASEBALL WEEK OR ITS HOST HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME

JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NO RESALE OR COMMERCIAL USE.

## **USE OF THE SERVICE**

Use of this Service is personal to Member. Member agrees not to resell or make any commercial use of the Service, without the express written consent of Create Auction LLC. Without limiting any other remedies, this Auction Site may terminate your account if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with our site.

## **INDEMNIFICATION**

User agrees to indemnify and hold CURACAO BASEBALL WEEK, its parents, subsidiaries, affiliates, officers and employees, and likewise the host, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of their use of the Service, a breach of this User Agreement, or the infringement by user, or other user of the Service using registered user's computer, of any intellectual property or other right of any person or entity.