Welcome to Auto Auction Marketplace!

These terms and conditions outline the rules and regulations for the use of Auto Auction Marketplace Website, located at AutoAuctionMarketplace.com.

If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Auto Auction Marketplace relationship with you in relation to this website. In using this website, you acknowledge that you have read and understood these terms and conditions in their entirety, as well as our privacy policy, and that you are fully bound by each and every term herein. You also agree to be bound by any additional term listed in a specific auction in which you may participate. You agree that it is your responsibility that you fully understand the terms and conditions before making a bid. We reserve the right to amend these terms and conditions at any time without prior notice to you. Any terms and conditions on live auctions and those displayed on our website become part of this agreement by reference. Prior to making any bid, you should carefully review our terms and conditions.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

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Bidding Terms

A bid is a binding contract which obligates you to complete the purchase of a vehicle if you are the winning bidder. Once you place a bid, you may not cancel or retract it. You should thus be sure you wish to purchase a vehicle before bidding on it. You are responsible for all transactions on your account. We reserve the right to reject or void bids at any time for any reason. Should a dispute arise regarding a bid, we have sole and absolute discretion in resolving disputes. You agree to indemnify, defend, and hold us harmless from any and all liability arising from decisions made resolving disputes.

Condition Of Vehicles

All vehicles are offered "AS IS, WHERE IS". There is no warranty, express or implied, on any vehicles including but not limited to warranty or fitness for a particular purpose or merchantability. We strongly encourage you to inspect vehicles during the specific 'preview' day. No written or verbal statements and descriptions by the seller, seller's agent or us shall be binding. For your convenience, we shall attempt to provide accurate contact information and locations for vehicles, but you should verify that information before bidding. You agree that you are responsible to tow vehicles you purchase at your expense and that you are responsible to make needed repairs, including emissions and safety repairs. It is your sole responsibility to research the history of the vehicle you bid on and to thoroughly inspect it. We do not certify or guarantee the condition, history or safety of any vehicle. We cannot guarantee the accuracy of the descriptions, written or by pictures, of any vehicle. We cannot guarantee that the vehicle you bid on will have keys available, even if you see keys in any written or picture description. Please be aware that pictures cannot show every detail of a vehicle, so you should actually inspect the vehicle to your satisfaction. Vehicles sold may contain deployed airbags that have not been replaced. Vehicles sold may have been subject to government or company recalls, and may or may not have received appropriate repairs. We assume no responsibility for fire, Acts of God, theft, or loss or damage to any vehicle once is has been released to you or your transporter.

Auction Cancellation

We may, at any time, in its sole and absolute discretion and with or without notice, postpone or cancel a sale. We will neither be liable or obligated to the Buyer as a result of any auction postponement or cancellation. We reserve the right to withdraw from auction any vehicle for any reason at any time at our sole and absolute discretion.

Cookies

We employ the use of cookies. By accessing Auto Auction Marketplace, you agreed to use cookies in agreement with the Auto Auction Marketplace's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

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Auto Auction Marketplace reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

? You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
? The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
? The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
? The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Auto Auction Marketplace a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

? Government agencies;
? Search engines;
? News organizations;
? Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
? System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

? commonly-known consumer and/or business information sources;
? dot.com community sites;
? associations or other groups representing charities;
? online directory distributors;
? internet portals;
? accounting, law and consulting firms; and
? educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of PEAK Auto Auctions; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Auto Auction Marketplace. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

? By use of our corporate name; or
? By use of the uniform resource locator being linked to; or
? By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.
No use of Auto Auction Marketplace 's logo or other artwork will be allowed for linking absent a trademark license agreement.
iFrames
Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.
Content Liability
We shall not be hold responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.
Your Privacy
Please read Privacy Policy
Reservation of Rights
We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amen these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.
Removal of links from our website
If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.
We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.
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? limit or exclude our or your liability for fraud or fraudulent misrepresentation;
? limit any of our or your liabilities in any way that is not permitted under applicable law; or
? exclude any of our or your liabilities that may not be excluded under applicable law.
The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.
As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.
Indemnification
You irrevocably and unconditionally waive and release your rights (if any) to recover from us, our directors, officers, employees, representatives, agents, subsidiaries, and affiliates any and all damages, losses, liabilities; cost or expenses and claims thereof, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arrive from, or be related to, bodily injury, property damage, or other occurrence on our premises. Under no circumstances, including negligence, shall we be liable to you for any special, incidental, or consequential damage or lost profits that result from or are related to the sale, distribution or use of, or the inability to use, any vehicle, even if we have been advised of the possibility of such damages. Furthermore, you agree to indemnify, defend, and hold us harmless from any and all damages, losses, liabilities, costs or expenses, arising from claims arising out of your use of this website or any bid you may make.

NAME:
EMAIL:
INITIALS:
DATE SIGNED:
IP ADDRESS: