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## Terms of use

**General / Scope** - Publication Date: 23rd of March 2016

Welcome to DealDash.com (the "Site")! This Site is owned and operated by or on behalf of DealDash, Inc., with headquarters in Plymouth, MN. These terms and conditions that apply to the buying of or bidding on goods or other services offered by DealDash on this Site (collectively, the "Services"). You must register and accept these terms in order to use the Services. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

DealDash reserves the right to change or modify any of the terms and conditions contained here or any policy or guideline of the Site, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. We will post a notice of such changes to these terms on the Site for thirty (30) days. Changes to referenced policies and guidelines may be posted without notice to you. Your continued use of this Site and the Services following our posting of them will constitute your acceptance of such changes. IF YOU DO NOT AGREE TO THESE TERMS OR ANY MODIFICATION, DO NOT REGISTER OR CONTINUE TO USE THE SERVICES OR THIS SITE.

### Eligibility.

The Services may only be used by persons who can enter into legally binding contracts under applicable law for the purchase of goods or services. Consequently, persons under the age of 18 may not use the Services and should not register. To participate in the bidding process, we may require a valid credit card number, billing address, and credit card expiration date or other payment mechanism. We use this information to charge you for fees due to us for your purchases of bids and to verify your name, address, and other information. Your payment information is not disclosed in aggregate or otherwise to any unauthorized third party but may be disclosed for resolving billing disputes with your credit card company.

The target market for this service is the United States of America. All items purchased on this Site may only be delivered to the continental United States. DealDash does not deliver to PO Boxes or to freight forwarding companies.

### General Policies.

The policies throughout are expressly incorporated by reference into these terms, and you should review each carefully. The procedures and guidelines contained below explain the auction process. The [DealDash Privacy Policy \(.../privacy-policy\)](#) governs the collection and use of user information on the Site. The FAQ provides additional detail on how the Services work, and the House Rules set out important details governing every user's rights and obligations. These documents may be changed without notice to you at any time in our sole discretion and are effective upon posting to the Site. Therefore, you should review these policies frequently.

### Contractual Obligations.

The auction process is a method in which the Site solicit offers from buyers for the sale of lots. By submitting bids, you are making a legal offer to buy the lot. Once accepted by the Site, a contract is created between the buyer and the Site for the sale and purchase of the lot in accordance with the terms disclosed at the time of the auction. By using the Services and bidding on a lot, or by using the 'Buy It Now' function, you agree to complete the transaction as described and fulfill any and all contractual obligations.

### Systems.

You agree not to interfere with the Site or any transaction. You agree not to impose any unreasonably or disproportionately large load on DealDash's systems or facilities. You agree not to put any material on the Site that contains any viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information.

### Bidding.

Due to the billing of charges, DealDash would like to advise all users to monitor their bidding practices. Repeated online bidding can incur high costs. users should therefore pay attention to their bidding practices.

### Fraud and Other Bad Behavior.

You may not register and make bids under a false name or with an invalid credit card. Such fraudulent conduct is a violation of federal and state laws. Fraudulent bidders may be reported to relevant state and federal law enforcement agencies and DealDash will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

A bidder may not resell any product or service obtained through the Site and Services without prior written consent from DealDash. Moreover, a user may not use the products to create any investment scheme, commodities contract or pool or otherwise to use DealDash as a product delivery mechanism for a brokered or 'middleman' agreement or obligation. If it is discovered that a user is, in fact, reselling products obtained from DealDash, we reserve the right to suspend the account without further notice, voiding all auctions in which the user has participated. Additionally, the user may be required to compensate DealDash for any damages.

DealDash reserves the right to refuse any order you place with us. DealDash may, in its sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, geographic region, and/or orders that use the same phone number, billing and/or shipping address. In the event DealDash changes or cancels an order, DealDash will attempt to notify you by contacting the e-mail, billing address and/or phone number provided at the time the order was made. DealDash reserves the right to limit or prohibit orders that, in its sole judgment, appear to be placed by dealers, resellers, distributors and others who violate these Terms of Use.

No user may permit or assist others to use DealDash's Site/Services for any purpose other than that for which they are intended. A user shall not permit or assist others to abuse or fraudulently use the DealDash Site/Services, including but not limited to the following:

- Obtaining or attempting to obtain service by any fraudulent means or device with intent to avoid payment;
- Accessing, altering, or destroying any information of another DealDash user by any fraudulent means or device, or attempting so do so; or
- Using Services so as to interfere with the use of DealDash network by other users or authorized users, intentionally or not; or in violation of the law or in aid of any unlawful act.

Each user acknowledges that DealDash's network may only be used for lawful purposes. DealDash reserves the right to monitor all network activity. While using DealDash, each user agrees to refrain from the following prohibited acts:

- Maintaining more than one account or maintaining control or influence over more than one account;
- Infringing upon the intellectual property of DealDash, establishing a competing site or otherwise copying or using the data on the Site for any reason other than bidding on products for the bidder's own use;
- Manipulate the bidding process by placing fictitious bids, colluding with other parties to create the illusion of volume ('marking the close' or 'painting the tape'), or engaging in any other disingenuous or fraudulent activity that undermines the integrity of the online market;
- breach DealDash's policies stated herein;
- fail to pay for items purchased;
- post or upload content that belongs to others;
- post false, inaccurate, misleading, defamatory, or libelous content;
- transfer a user's DealDash account and user ID to another party without DealDash's consent;
- copy, modify, or distribute rights or content from DealDash's Site;
- Attempt to harvest or otherwise collect information about users, including email addresses;
- Attempt to upload or download any computer virus;
- Attempt to transmit via email any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of email solicitation to other users;
- Attempt to communicate with other users to promote or provide instructional information about illegal activities, promote physical harm or injury against any users.
- View and/or download or upload pornographic pictures or stories.
- Attempt to attack other people's internet connections, Web Sites or computers, or damage or deface anyone else's Web Site.

#### **Collusion/Team Play.**

Any kind of collusion or team play is strictly forbidden on DealDash. By definition, this includes, but is not limited to, two or more members working together as a team, or creating the impression that there are more people involved and competing to win an auction than there actually are, or placing bids until Buy it Now offers are earned and then switching over to another account to continue to earn further Buy it Now offers on the same deal.

DealDash does not allow two members that know each other to participate in the same auction. Two members participating in the auction are by definition engaging in team play, and automatically lose their right to purchase the Deal or receive any of their spent bids back.

We reserve the right to disqualify, in our absolute discretion, any users we suspect to be working in a team by voiding all their wins and freezing their accounts. No funds or bids will be returned or transferred into other accounts. If a user is found to have violated the Terms of use, any free bids provided to them and used, including those provided in the past must immediately be paid for by user at their current selling price.

#### **Passwords; Equipment.**

You may not disclose your password to any third party and are solely responsible for any use of or action taken under your password on this Site. Your password may be used only to access and use the Services. If your password is compromised or otherwise disclosed, you must change your password in order to minimize your risk of loss. You are responsible for providing and maintaining all equipment necessary to use DealDash's Services, including, without limitation, computer hardware and software, modems, and telephone service. Further, you are solely responsible for (a) maintaining the security of your personal information, including, without limitation, account and login information, passwords, and financial information; (b) all telephone and toll charges which may apply to your account depending on your location; and (c) any other charges resulting from the use of your account.

#### **Investigation of Violations.**

We may investigate any reported violation of these terms or our policies or guidelines, or any complaints and take any action that we deem appropriate and reasonable under the circumstance to protect our systems, facilities, users and/or third parties. Our actions may include, but are not limited to, issuing warnings, suspension or termination of the Services, and/or removal of or disabling access to content hosted on DealDash's systems. We reserve the right and have absolute discretion to remove or disable access, screen or edit any content that violates these provisions or is otherwise objectionable. DealDash also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials.

#### **License.**

By accepting these terms and submitting any information or materials to DealDash ("Licensed Materials"), you hereby grant us a non-exclusive, worldwide, royalty-free, irrevocable, and sublicensable right to exercise all copyright and rights of publicity over the Licensed Materials, in any existing or future media, known or unknown and to use and reproduce the Licensed Materials as is necessary to provide the Services. DealDash grants you a limited license to make personal use only of the Site and the Services. This grant does not include, without limitation: (a) any resale or commercial use of the Site or Services, (b) the collection and use of any e-mail or user information, ratings or listings; (c) making derivative uses of the Site and its contents; or (d) use of any data mining, robots, or similar data gathering and extraction methods. All trademarks, service marks, and content are owned or licensed by DealDash or their respective owners and are protected by applicable intellectual property laws.

You agree not to make use of anyone else's information other than as necessary to participate in the Site and to complete any transaction in which you are involved. Specifically, you agree that with respect to any information disclosed to you by DealDash regarding another user of the Services, you only will use such information, unless otherwise authorized, (a) to complete transactions originating from the Site, including the use of third-party services, (b) for communications with us, or (c) as permitted by the corresponding user identified in such information. You agree not to disclose any user information disclosed to you by DealDash except as provided by these terms or with our consent. You further agree not to use any information accessible from the Site for purposes of solicitation, advertisement, or spamming, or which is harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

#### **Registration with DealDash for Use.**

Each person may register only once; each user may only have one account at DealDash. Additionally, each household or "group of users associated with each other", determined by the sole discretion of DealDash, may not have control over more than two DealDash member accounts. If a single person is found to have or maintain control over several accounts on DealDash, or if a household or a "group of users associated with each other" is found to have or maintain control over more than two accounts on DealDash, all accounts will be immediately suspended, all auctions the accounts have participated in will be voided, and any bids purchased will be removed without prior warning and without any form of compensation.

During the registration process, the user must choose a user name. The user name may not offend common decency or infringe upon the rights of third parties. The user name may also not be misleading in any way or, in DealDash's judgment, closely resemble the identity of an existing user. The associated password is to be kept secret by the owner. Any detected abuse of the user account, whether it harms a third party or DealDash, shall result in the disqualification of the user and, if applicable, notification of the applicable authorities of the possibility of a crime.

ACCOUNTS AUTHORIZED TO BID ON THE DEALDASH SITE CANNOT BE TRANSFERRED OR USED BY ANYONE OTHER THAN AUTHORIZED ACCOUNT HOLDER. USE OF THIS ACCOUNT BY A PERSON OR PERSONS NOT AUTHORIZED BY DEALDASH IS STRICTLY PROHIBITED. NO MORE THAN ONE LOG-IN SESSION OR ONE AUTHORIZED ACCOUNT USER CAN BE ACTIVE AT A TIME FOR ANY ACCOUNT. EXCEPT AS OTHERWISE PERMITTED BY THE BIDBUDDY SYSTEM, ACCOUNTS WHICH HAVE BEEN TRANSFERRED IN WHOLE, PART OR PROXY BIDDING TO OTHER PARTIES, OR SHOW OTHER ACTIVITY IN VIOLATION OF THIS AGREEMENT, ARE SUBJECT TO IMMEDIATE TERMINATION. DEALDASH RESERVES THE RIGHT TO MAINTAIN LOGS OF ACCOUNT ACTIVITY AND TO USE SAID LOGS FOR THE PURPOSE OF DETECTING USAGE IN VIOLATION OF THESE TERMS.

DealDash reserves the right to at any time temporarily or permanently disqualify a user for violating these terms. Users will be disqualified when, in DealDash's reasonable opinion, a user has violated any law, regulation or equitable interest in favor of a third party, such as protecting users and the Service from manipulation. Examples of the foregoing include, but are not limited to, (i) honoring bids of users who have not paid for the bids, (ii) the use of unauthorized bidding software, or (iii) establishing several user accounts for the same person. Moreover, DealDash reserves the right to cancel unauthorized DealDash accounts or accounts that have been inactive. Each user agrees not to hold DealDash responsible for any loss incurred as a result of such action.

#### **Bid Purchasing for Online Bidding / Payment.**

DealDash bids must be purchased by users prior to online bidding. Only registered users can submit the online bids, which can be purchased in packages (so-called 'Bid Packs') at the currently applicable prices, which can be viewed in 'My Dashboard' under 'Buy bids'. The bids must be paid for in advance. When the bids are purchased and deposited into the user's DealDash account, a contract for the purchase of the bids materializes. The associated invoice is due immediately. If a user is suspended for whatever reason, all of their bids will be lost and will not be refunded.

Users who have won an auction and paid for a product are not eligible for a refund on either bid purchases, account activation fees or product fees if their product has been shipped by the time of request.

Should a payment not be honored for a user, a returned payment fee will be charged. The user shall be solely responsible for these fees. DealDash reserves the right to block access to the user account until full payment is received by DealDash for the outstanding invoice, including any fees due to returned payment, etc. DealDash may withhold any outstanding deliveries until it receives full payment. The user's bank may or may not invoice the user an international payment fee in connection with a credit card payment on the DealDash site. It is the sole responsibility of the user to be familiar with the Terms of Use of his or her bank for such fees. DealDash holds no responsibility for additional payment fees of any kind issued to the user by the user's bank.

Unused bids are eligible for a full refund only if the bids have been purchased at their full price of 60c per bid.

Example (normal priced bids): John purchases 100 bids for \$60 and bids 10 times. All the remaining 90 bids are eligible for a total refund of \$54 ( 90 \* \$0.60 ).

If the bids have been purchased at a promotional rate of less than 60c per bid, only the portion of the purchased bids that the customer would have received at 60c each is eligible for a refund. The refundable portion of the bids is always used first.

Example (discount priced bids): John purchases 100 bids for \$30 and bids 10 times. Only the first 50 bids of those 100 bids were refundable ( \$30 / \$0.60 = 50 ). John has 40 refundable bids and 50 free bids left on his account. He is eligible for a refund of 40 \* \$0.60 = \$24.

DealDash reserves the right to sell bids at any discounted price to specific user groups for promotional purposes. All DealDash users understand that they may from time to time receive unique offers to buy discounted bids and that other users may do so as well. Similarly, users may see different product pricing, based partly on the activity characteristics of that user.

DealDash reserves the right to, at its discretion, remove any sign up or other promotional bids that have been added to a users account for free at any given time without further notice.

#### **Bidding / BidBuddy.**

For online bidding, an individual bid can be submitted by clicking the "BID NOW" button, or by using the automated bidding tool called the 'BidBuddy'. Once a bid is submitted, it is no longer valid for refunds and it is deducted from the user's bid balance accordingly.

The BidBuddy can assist bidders in being able to bid in an auction, even if the bidders are not online at that time. Only registered users can submit bids automatically with one or more BidBuddies. The BidBuddy automatically submits bids according to the specifications set in advance by the user. The user can read about how the BidBuddy operates in the 'FAQ' section.

DealDash does not guarantee the precision of the BidBuddy feature and DealDash may not be held responsible for any BidBuddy software errors of commission or omission. The user is prohibited from using any bidding software not authorized by DealDash; if the user does, in fact, use unauthorized software, it will result in immediate disqualification from DealDash's systems and Service. DealDash will from time to time award all users who start using the Site with free bids. The number of free bids awarded/not awarded is determined solely by DealDash on an account by account basis.

A bid is registered and counted only when DealDash's system registers the bid. A bid is not counted and valid when it is sent from the user's Web browser, but when DealDash's servers receive and register the bid request.

It usually takes less than a second for a bid to be registered, however it may take up to several seconds or longer for DealDash to receive the bid if there is a delay in the network or if the system is under high stress. DealDash is not responsible for any delays that occur in bidding or on the auctions. DealDash strives to make the DealDash timer clocks as accurate as possible. While DealDash believes that auction timers are very accurate, DealDash cannot and does not guarantee that the system, including the bidding clock, will always function reliably.

All bids are final. Winning bids and their associated fees are non-refundable.

To comply with fair & honest auction practices, DealDash will reschedule auctions that end prematurely due to severe third party or technical problems to a later time. In such events, where all bidders aren't able to participate normally in the auctions, DealDash will return all used bids from such rescheduled auctions to all involved bidders.

#### **Winning Limits.**

As described in the House Rules, which are incorporated by reference, each user may win the same item only once per week. The winning limit resets every week. The system will prevent users from placing bids on an auction if they have already won the same product during the previous 7 days. All the booked Bid Buddies will automatically be canceled for the other auctions of the same product, when the user wins an auction.

DealDash reserves the right to, from time to time review the guidelines for any winning limits and may at any time under its sole discretion limit accounts from winning an excessive amount of auctions. DealDash attempts to limit some auctions to users of comparable skill, as determined by DealDash, to enhance user experience and equal chances of winning auctions. In so doing, DealDash may limit which auctions are available to particular users based on any factors deemed appropriate by DealDash in its sole discretion, including experience of the user, historical success of the user, demographic factors, prior bidding and spending activity, and other factors. In particular, DealDash may limit certain auctions to less experienced or successful users in any manner DealDash deems appropriate to optimize the overall user experience of all DealDash users. You acknowledge that You may be, and You consent to being, excluded from auctions at DealDash's discretion.

This limit is put in place to ensure that all users have a high quality of user experience.

#### **Bid Expiration.**

Bids held in user accounts must be used within 365 days from the day that the bids have entered the account through purchase, item exchange or auction win. If the bids have not been used within that time, they will expire and be permanently removed from the account.

#### **How the Auctions Work.**

With each bid submitted, the price of the item on which the user is bidding increases by \$0.01. A bid submitted by the user constitutes an offer from that user to DealDash to conclude a contract to purchase the item. A contract to purchase the item does not materialize until the auction is finished and the last bidder has followed all the steps provided for in this section. The purchase contract will exist between DealDash and the user who has submitted the highest bid up until the point when the last bidder has submitted the last qualifying bid of the respective auction.

Each new bid resets the 'countdown time' for the auction. The countdown time for each of the auctions is shown on the auction details. The auction ends when no more bids are submitted within the remaining time stated. However, an auction may not end if anyone else except the highest bidder still has bids booked on their Bid Buddy. In the event of heavy network lag, the Bid Buddy may place the bid with a slight delay with the system registering the bid 1+ seconds after the auction's countdown time. Such bid will be completely valid, provided that the bidder had booked his Bid Buddy within the auction's countdown time.

The user who submits the highest bid and is the last to bid wins the auction. All other bids on the item expire and will not be refunded. The last bidder is determined based on the records in DealDash's database and DealDash's decision regarding the identity of the last bidder shall be final. If a bid is placed too late, does not reset the timer of an auction or is not correctly registered by the system, it is then invalid. Even though this bid may be the last bid on an auction, it is the last and highest valid bid on an auction that wins the auction.

An invalid bid is one where the auction timer is not reset after the bid has been placed. DealDash recommends its users to always bid at least 5 seconds prior to the auction timer reaches zero, as otherwise the bid might be reflected as accepted by the system, but in reality be received too late.

Auctions may offer the 'Buy It Now' option. 'Buy It Now' will allow you to receive your spent bids back, if you purchase the same model of an identical item at its Buy it Now price. The option to 'Buy It Now' will be offered for a limited period of time (usually 7 days after the auction ends) after which the option to 'Buy It Now' is permanently revoked.

Insofar as DealDash does not guarantee that the exact product model won can be sent, DealDash reserves the right to replace the product upon which user bid or bought for full price with another item of similar or higher value at the discretion of DealDash, or an item of a lesser value if the customer requests one, or furnish the user with a gift card. A gift card may be the most suitable substitute solution for challenges related to product availability or supplier challenges.

DealDash is not responsible for third party abuse and manipulation of the DealDash service, for example, if other users create chaos on the Site that then results in lost bids. In that case, and other cases of third party abuse, DealDash is not responsible.

The following statement is very important for any customer or potential customer of DealDash to read and fully understand before using the service:

DealDash is constantly attempting to maintain fairness and balance in its auctions therefore some new users or users who have lost auctions may receive special promotions, access to special auctions and/or free bids through site features. This is designed to maintain fair practice and helps balance and create a great auction experience for all users.

#### **Notification of the Win / Acceptance of the Win / Payment.**

After the auction has ended, the highest bidder ('winner') who is logged on with DealDash will see a 'congratulation page' displayed, along with all of the important information such as the total price, the payment details, etc. The user must actively confirm the win by following the steps indicated on that page or elsewhere on the Web Site. As soon as the winner has paid the total amount reflected on the 'payment page', the win is accepted. The winner will also receive a notification of the win by e-mail with a request for payment.

The user must pay the total price (auction price and possible taxes) no later than 14 days after the notification of the win is sent. After this deadline has passed, DealDash can declare a rescission of the purchase contract to the user, which results in revocation of the user's right to delivery of the item. There is likewise no entitlement to replacement of any of the bids used in the auction. If a user chooses to "Buy it Now", the item price including possible tax fees must be paid within 7 days of the auction ending in order to be eligible.

Orders shipped to Minnesota and Illinois are subject to sales tax (when applicable). To comply with federal tax laws, for Buy it Now orders the tax is based on the Buy it Now price and for auction wins the tax is based on the final auction price.

The user may obtain and be legally entitled to the product only after the user fully pays for the product and all of the applicable bids used to obtain the product. Should the user not pay for bids that have already been purchased, payments received shall be viewed as payment toward the bids not yet paid for, and a right of retention shall be exercised with regard to the item purchased at auction until all bids and the total price have been paid in full. If the user chooses to pay for the item by credit card and the sales price is lower than \$1, then the price will be rounded up to \$1.

If the user does not receive the won product or product obtained through "Buy it Now", the user must file in a claim of non-receipt via e-mail to support@dealdash.com within 8 weeks of the purchase, or DealDash's obligation to deliver the product will end. No refunds of the purchase amount or cost of spent bids to win the item will be returned to the user.

DealDash is not responsible for stolen or lost items. In the event that a product is stolen or lost, DealDash will do its best to help customers upon request, by providing tracking information received from the supplier, as well as screenshots or copies of the sales receipt and possible shipping confirmation, if available.

#### **Cancellation / Rescission.**

The user may return the item in an un-depreciated condition within 30 days of receipt if not satisfied for any reason. Upon verification of the product's condition, DealDash will refund the purchase price of the product. DealDash will not refund the value of the bids spent to obtain the product. In the event that a user wishes to return a Buy it Now order the user must also return all the Free Bids given to them alongside the purchase. Once both the item and bids have been returned shall a refund be given. Only bids that have been acquired by purchasing Bid Packs for \$0.60 each shall have a right for refund within 30 days of purchase (90 for first bid pack purchase). Such paid bids are always used first, before promotional

bids, free bids, bids obtained through the Buy it Now or other bids that have been obtained in any other way than paying \$0.60 for each bid. Bids obtained during the Buy it Now process do not have any rights to refund. DealDash also grants to the user ordering products for personal purposes the right to cancel in accordance with statutory provisions on mail order sales and e-commerce. The right to cancel does not exist in the case of mail order sales and e-commerce contracts for the delivery of audio and video recordings or of software, if and to the extent that the seal on the delivered media has been broken by the user, although this does not affect the user's other rights.

#### **Right to cancel.**

You may cancel your contract within 30 days in written form (e.g. letter, e-mail) or by returning the items, without stating your reasons.

The period begins no earlier than when the item and these instructions are received. Receipt can be e-mail receipt to the e-mail address provided to DealDash. To meet the deadline, it is sufficient to send the cancellation notice or return the item in a timely manner. Cancellation is to be sent to the following address:

DealDash Inc

12805 Hwy 55

Plymouth, MN 55441

E-Mail: support@DealDash.com

#### **No Questions Asked 100% Money Back Guarantee**

Bidders on DealDash are entitled to a No Questions Asked 100% Money Back Guarantee on their first Bid Pack purchase. Should a bidder be unsatisfied with the service for any reason, they are entitled to get their entire first Bid Pack purchase fully refunded. Simply email refunds@dealdash.com within 90 days and request for the refund. The refund will be credited back to you in 7 days. The refund will be granted regardless of if you have won or lost auctions, or whether you have bids left on your account or not. Only 1 refund per person.

#### **Consequences of Cancellation.**

In the case of a valid cancellation, both parties must return what has been received in performance of the contract and the benefits derived therefrom (e.g. interest) as applicable. If user is unable to return to DealDash the service or product that the user received or is only able to return it in part or only in a depreciated condition, the user must compensate DealDash for the difference in value, unless the deterioration resulted from proper use. In the case of use of items, the foregoing compensation provision will not apply if the deterioration of the item is attributable solely to it being tested comparable to those tests that may reasonably be performed in a retail store. In other respects, the user may avoid this duty to pay compensation by not using the item(s) as the user would use his/her own property, and by refraining from any action that would detract from its value. Items that can be shipped in packages are to be returned. In these cases, return is free of charge for the user. Items that cannot be shipped in packages will be picked up upon coordination with the user. A user must satisfy obligations to refund payments within 30 days after sending the user's notice of cancellation.

When a user cancels by the deadline, the user is not obligated to accept delivery. Under those circumstances where DealDash cancels by the deadline, DealDash will refund any purchase price already paid. The foregoing notwithstanding, the service charge (e.g., bids) will not be refunded.

Users may return items received from DealDash within 30 days of receipt for any reason however are subject to applicable return shipping fees.

Should DealDash incur additional costs for insufficient postage on the return, for a COD shipment, or for courier shipments and other irregular shipping methods that are over and above postal shipping costs, these costs will be deducted from any payment remitted by the user. Sets/boxes can only be returned in their entirety.

#### **Delivery.**

Unless otherwise agreed, delivery will be made from DealDash's supplier's warehouse or from DealDash's warehouse to the address provided by the user. Deliveries are made solely within the continental US. DealDash may engage third parties to satisfy its contractual obligations without being required to notify the buyer. Obvious damage to the item from transport or packaging damaged during transport is to be reported to the supplier upon taking delivery.

Should DealDash not be able to deliver the item ordered for whichever reason, DealDash is entitled to declare rescission to the user or to substitute the item with a comparable replacement product with similar features. DealDash may also choose to replace the item ordered with a gift card of the value of the item that the user may choose to use to obtain the same product. This also applies for items ordered through Buy it Now from the DealDash store.

#### **Right of Substitution.**

Subject to the cancellation policy specified herein, DealDash may substitute another similar item of the same general character or function, provided it has the same or higher retail value, for purposes of delivery to the user. Such right of substitution may be necessary from time to time if, for example, unforeseen or undetected challenges arise with the manufacturing or inventory system of the supplier, impacting the ability to deliver the exact item sought by the user.

#### **Product Description/Offsetting.**

If DealDash is unable to provide the user with the item auctioned due to unforeseen circumstances, DealDash reserves the right to offer the winner in its absolute discretion an alternative item in the same price range or the equivalent of the item's Manufacturer's Recommended Retail Price ('MSRP') in bids so that \$0.60 equals one (1) bid.

Should subsequent correction be undertaken by way of delivery of a replacement, the user shall be obligated to return to DealDash the item already delivered within 30 days at DealDash's expense. The user shall only have the right to offset if his or her counterclaims have been upheld by a court of law or are not disputed by DealDash.

The user shall only be entitled to exercise a right to withhold payment to the extent that his or her counterclaim is based on the same contractual relationship.

The item delivered shall remain DealDash's property until payment in full of the total price, including for the bids used in the auction. Until such time as full payment has been made, the user undertakes to store the item separately from their other possessions and to insure it. DealDash shall have full rights of access to the place where the item is located during normal business hours to take possession of it.

#### **Limitation of Liability.**

DEALDASH WARRANTS THAT, IF A USER IS DISSATISFIED WITH THE ANY DELIVERED PRODUCT, DEALDASH WILL, UPON NOTIFICATION FROM THE USER TO DEALDASH, REFUND THE PRODUCT FEE, BUT NOT THE BID PRICES PAID, AS DESCRIBED ELSEWHERE HEREIN. OTHER THAN THE FOREGOING, NO WARRANTY IS MADE BY DEALDASH REGARDING ANY SERVICES OR PRODUCTS PROVIDED THROUGH, IN CONNECTION WITH, OR LOCATED ON DEALDASH'S WEB SITE OR OTHER

SERVICES PROVIDED BY DEALDASH, AND DEALDASH HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: 1) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES; AND 2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ANY LIABILITY OF DEALDASH, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR TORTIOUS BEHAVIOR, OR UNDER ANY OTHER CAUSE OF ACTION, WHETHER IN LAW OR EQUITY, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY OR ON BEHALF OF THE USER TO DEALDASH FOR THE CURRENT SERVICE PERIOD OR RETURN OF THE PRODUCT. OTHERWISE, THE SERVICE FEES (BID FEES) ARE NOT REFUNDABLE. MOREOVER, EXCEPT FOR EXPRESSLY PROVIDED HEREIN, DEALDASH WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### **WARNING - Seizures**

Due to the flashing elements on the website, some users may experience seizures or loss of awareness or other symptoms linked to an epileptic condition, even if they have never experienced anything like this before.

Anyone who has experienced such symptoms should consult a doctor before using the website.

#### **DealDash Privacy Policy.**

DealDash takes reasonable measures to respect the privacy of our users. Please consult the DealDash [Privacy Policy \(/privacy-policy\)](#) for information.

#### **Disclaimer of Warranties.**

THE SITE AND SERVICES ARE OFFERED BY DEALDASH, ITS AGENTS OR SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, AND DELIVERING THE SITE AND SERVICES "AS IS" WITHOUT ANY WARRANTY OR CONDITION (EXPRESS OR IMPLIED). DEALDASH DOES NOT WARRANT THE SERVICE DESCRIBED HEREIN AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS, OR THAT THE SITE OR THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, DEALDASH DOES NOT MAKE AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SITE AND SERVICES PROVIDED HEREUNDER, OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

#### **Your Indemnity.**

You hereby release, hold harmless, and indemnify DealDash (and its employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by DealDash, arising out of or relating to (a) the violation or breach of any term, condition, representation or warranty of these terms; (b) improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party.

#### **Termination.**

In its sole discretion, DealDash may terminate these terms or prohibit or suspend access to the Site or the Services by you at any time, without prior notice or liability. Termination or suspension may occur, without limitation, if: (a) your use of the Service violates these terms or any applicable policy or guideline, is potentially illegal or harmful to DealDash or any other party, or could subject DealDash to liability or additional expense; (b) providing the Service becomes technically or commercially unfeasible; or (c) you fail to pay any charges due to DealDash.

#### **Applicable Law.**

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF MINNESOTA, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN MINNEAPOLIS, MINNESOTA, AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

#### **Compliance with Laws**

You shall at all times comply with all applicable laws and regulations regarding the use of the Services and your bidding, and purchase, of items on the Site. You shall indemnify and hold DealDash harmless from your failure to so comply. You agree that DealDash shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government.

Use Tax - DealDash.com is not required to collect, and does not collect, taxes outside the states of Minnesota and Illinois. The purchases made on the site are subject to state use tax unless specifically exempt. The purchases are not exempt merely because the purchase is made over the Internet, by catalog, or by other remote means. If applicable, you may find the use tax forms and corresponding instructions on the Department of Taxes website of your state.

#### **No Agency.**

DealDash is not the agent, fiduciary, trustee or other representative of you. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto.

#### **Severability.**

Should any clause or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of these terms shall nonetheless remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications. Further, if any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of these terms shall remain in full force and effect.

#### **Claim Limitation.**

You agree regardless of any statute or law to the contrary that any claim or cause of action arising out of or relating to the Site, use of the Services, or these terms must be filed within one (1) year after such claim of action arose or be forever barred.

**Waiver.**

DealDash's failure to enforce the strict performance of any provision of these terms will not constitute a waiver of DealDash's right to subsequently enforce such provision or any other provisions herein.

**Notices.**

Any notice you make to DealDash must be made by either e-mail or regular mail. DealDash may give notice of changes to these terms or other policies applicable to the Site or the Services by posting a notice of them on the Site.

**Entire Agreement.**

These terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.

