

## **Introduction**

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You also agree not to hold us responsible for the content, actions, inaction, or items listed by members of this Website. You acknowledge that this site provides a venue to

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### **Indemnification**

You agree to indemnify and hold us and our affiliates, officers, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees and expert witness fees, made by any third party due to or arising out of your connection to, access of or use of this Website.

### **Prohibited Uses and Restricted Activities**

You agree NOT to use, post, or to encourage or permit others to use this Website to:

- Do anything that is illegal or prohibited by applicable laws or regulations;
- Do anything that may harm minors in any way;
- Use our Website if you are not able to form legally binding contracts or are under the age of 18;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- Stalk, intimidate or harass another person;
- Make any statement or representation that is false, deceptive, misleading, deceitful, or mis-informative;
- Post any items that are unlawful, harmful, threatening, abusive, tortuous, defamatory, libelous, vulgar, obscene, pornographic, lewd, profane, hateful, or otherwise objectionable;
- Post any items that are illegal or prohibited by applicable laws and regulations;
- Post any items that you do not have the legal right to sell, assign, transfer or otherwise dispose of;

Infringe on the rights of any third party;  
Link to any commercial services or websites;  
Use automated means, including spiders, robots, crawlers, data mining tool, or the like to download data from this Website without our express written permission;  
Disclose personal or identifying information about another person without that person's express consent;  
Advertise any service or product for sale contrary to the rules or terms of use of this Website.

### **Assumption of Risk**

You understand and assume certain risks with respect to your use of this Website. In particular, the items listed may not be as represented by the listing party. As a result, you should use diligence and caution when consummating a transaction. You agree to accept such risk and hold us harmless from any liability or damages suffered by you due to the actions or inactions of another party involved in the barter transaction.

### **Third Party Websites**

From time to time this Website may also include links to other websites, which may include third party advertisers. These links are provided for your convenience. They do not signify that we endorse the website. We have no control over these websites and we have no responsibility for the content of the linked website. Your use of, access to, or purchase from such third party website is at your sole risk and without warranties of any kind by use. Before clicking on such a third party link you should ensure the accuracy, legitimacy and security of such a website.

### **Tax Implications**

We do not make any representations as to the tax consequences of consummating a trade with any other member of our site. You are solely responsible for reporting any trading activity as required by law and should consult with a qualified tax professional before entering into any trading activity. Failure to report such activity may result in, among other things, civil and criminal penalties.

### **Changes in Terms of Use**

If we decide to change these Terms, we will post those changes to these Terms of Use statement and other places we deem appropriate so that you are aware of changes.

We reserve the right to modify these Terms at any time, so please review them frequently. If we make material changes to these Terms, we will notify you here, by email, or by means of a notice on our home page.

### **Contact Us**

If you have any questions or suggestions regarding our Terms of Use, please contact us at [info@assetfair.eu](mailto:info@assetfair.eu).

## **Miscellaneous Provisions**

A. These Terms, and any amendments thereto, are intended to be a full, complete and final agreement between you and us and shall supersede all prior understandings or agreements, whether oral or in writing or any court orders inconsistent herewith pertaining to the subject matter contained herein.

B. Should any of these Terms, or the application thereof to any person or circumstance become invalid or unenforceable to any extent, the remainder of the Terms shall not be affected thereby, and each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

C. The waiver by us of any breach of this agreement by you shall not be deemed a waiver of any subsequent breach, a waiver of the particular provision breach, or a waiver of any other provision of these Terms.

The Terms, and any rights granted to you by these Terms, are not transferable without our express written consent and our consent may be withheld for any reason whatsoever.

If you have a dispute with one or more members, you release us from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."