

# Online Auction Terms & Conditions

## Bidding on Items

You must be a registered user to bid on items. By bidding, you are stating that you are ready and willing to purchase that item for your bid amount. If you are outbid, or your bid does not meet the reserve price, you are under no obligation to buy. But in all other cases, you are entering a contract to buy the item, and to deliver payment within the period specified (*48 hours from auction closing*) unless other arrangements have been made. Your bids are final and non-retractable.

## Bidder Registration

All persons who wish to bid in the auction or want to purchase must register by creating an online account. To register, the Bidder must provide all the registration information requested and sign the Agreement by checking the 'I AGREE' box. By checking this box, you acknowledge that you are binding yourself to this contractual agreement. Invoices and correspondence relating to purchases will be sent in accordance with the information on the bidder's registration. Your registration will be accepted but your information will be verified, and your account may be disabled until the necessary information is provided to verify the account.

## Close of Bidding

Frontenac Education Foundation uses a timed process to close all auctions. At 7:30 pm CST the auction will CLOSE. Any bids not processed by the online vendor (Give Butter) by such time, will not be accepted.

## Reserve Auctions & Bidding

Limited Lots will be marked and sold with reserves. The reserve price may not be disclosed. Any bid submitted below the reserve price will not result in the purchase of a Lot. Reserves may be decreased or removed at any time at the discretion of Frontenac Education Foundation.

## Internet Bidding

**(A)** Buyer acknowledges that Frontenac Education Foundation does not have any responsibility or liability for the website(s) used for Internet bidding. Seller acknowledges that the Frontenac Education Foundation may not have any control over the website(s) and cannot guarantee its operation or performance. There are occasional interruptions and delays relating to the use of the Internet and the Website. Furthermore, Frontenac Education Foundation shall not be held liable or responsible for the function of the website or its inability to function. Buyer acknowledges that hardware malfunctions, software malfunctions, viruses, and similar issues do occur and are beyond the knowledge, scope, and control of Frontenac Education Foundation.

**(B)** Winning bidders will be notified via email and/or text message at the auction close by the internet bidding site.

**(C)** Frontenac Education Foundation is not responsible for computer or human error which may result in any customer dissatisfaction.

## Acceptance of Terms

A bid placed by any person shall be conclusive proof that he or she acquainted himself or herself with the terms and conditions of sale and agreed to be bound by such terms and conditions prior to placing any bid.