



PURE GOLF AUCTIONS – TERMS OF SERVICE

PURE GOLF AUCTIONS PROVIDES AN ONLINE AUCTION SERVICE WHERE USERS MAY PURCHASE OR CONSIGN GOLF MEMORABILIA. THE FOLLOWING SETS FORTH THE TERMS AND CONDITIONS UPON WHICH PURE GOLF AUCTIONS PROVIDES ACCESS TO ITS SERVICE. USER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE A CONDITION PRECEDENT OF USER'S ACCESS TO AND USE OF PURE GOLF AUCTIONS SERVICES.

Acknowledgment and Acceptance Pure Golf Auctions Terms of Service

By registering, using, and continuing to use Pure Golf Auctions services, user expressly acknowledges and accepts Pure Golf Auctions Terms of Service. Pure Golf Auctions reserves the right to modify its services and corresponding Terms of Service from time to time, with or without notice to user. Pure Golf Auctions encourages and recommends that user review Pure Golf Auctions Terms of Service prior to using Pure Golf Auctions services. User expressly acknowledges that Pure Golf Auctions Terms of Service, and any amendments thereto, represent the entire agreement between Pure Golf Auctions and user and supersede any prior agreement.

Eligibility

Pure Golf Auctions services are exclusively available to individuals with legal capacity to form and be bound by contracts under North Carolina law. User's use of Pure Golf Auctions services are personal to the registered individual and resale or commercial use of user's account is strictly prohibited. Pure Golf Auctions expressly reserves the right to prohibit, limit, restrict, or terminate user's access and/or use of Pure Golf Auction's services with or without cause in its sole discretion.

Registration and Account Security

All bidders must register to receive a User ID and Password in order to use Pure Golf Auctions service. Final credit approval may take up to seventy-two (72) hours to complete. Accordingly, users must register prior to the auction closing date and are encouraged to register as early as possible. New bidders may be asked to provide credit card information as guarantee of payment. Pure Golf Auctions reserves the rights to restrict or limit the amounts new bidders may bid in its sole discretion.

Upon successful registration of an account, user agrees to automatically receive auction notifications or emails relating to the auction.

Users agree to provide true and accurate information about themselves. Users are encouraged to maintain their User ID and Password confidentially. Users are responsible for the security of their User ID and Password and are responsible for any and all activities that occur under their account. User agrees to immediately notify Pure Golf Auctions in the event of any unauthorized use of User's account or any other breach of security upon notice of the same.

Bidding

By placing a bid, user is bound to complete the transaction at the end of an auction if their bid is the highest accepted bid. Bids are not retractable. Bid manipulation of any kind, by seller or buyer or anyone acting on behalf of, in coordination with, or in concert with, is expressly prohibited. Shill bidding is expressly prohibited. Pure Golf Auctions reserves the right to immediately terminate user's access to its services in its sole discretion if it determines user's conduct violates Pure Golf Auctions express bidding rules or the spirit of the same.

Unless otherwise indicated, auction items are absolute auctions. Items indicating a "Reserve" must receive a bid equal to the reserve amount in order to be sold. If, on the final day of the auction, an item's reserve price has not been reached, Pure Golf Auctions reserves the right to adjust all bids on such item(s) to one bid increment below the reserve price so that the next bid will enable the item(s) to be sold.

Bidding shall be made in ten percent (10%) increments. There are no exceptions to this policy.

As a part of its services, Pure Golf Auctions enables bidders to place "Auto Bids." By placing an Auto Bid, bidder authorizes Pure Golf Auctions to act as their agent to bid competitively on bidder's behalf, incrementally up to but not in excess of bidder's Auto Bid authority. Pure Golf Auctions will keep bidder's Auto Bid authority in confidence, only bidding as necessary, up to the bidder's authority. Auto Bid authority does not include buyer's premium or shipping and insurance charges.

When a bidder is outbid by another user, an email shall be sent to that bidder notifying that they have been outbid. Pure Golf Auctions outbid notice is offered as an additional service in an effort to keep bidder's apprised of their bid position(s). Given the time sensitive nature of auctions Pure Golf Auctions cannot guarantee this service and bidders should not rely upon their service when determining if bidder remain, the high bidder on an auction item.

Bidding shall be available from the opening of the auction until the specified time on the auction ending date. Bidding may be extended after the specified time on the auction ending date in accordance with the "15 Minute Rule." Specifically, Pure Golf Auctions reserves the right to extend the auction until such time as auction item has not received a bid in the preceding fifteen (15) minute time period. Upon the passage of approximately fifteen (15) minutes time without any bid activity, the auction will close. Pure Golf Auctions reserves the right to close the auction in its sole discretion after 2 A.M. EST, with our without notice to users.

Buyer's Premium

A fifteen percent (15%) buyer's premium shall be added to the price of all winning bids. For instance, in the event a lot is sold for \$100, a buyer's premium of \$15 shall be added to the final price of the item (plus Sales Tax and Shipping and Insurance charges as applicable).

Payment for Items

Payment is due within seventy-two (72) hours of the closing of the auction. Payments may be made

in cash, credit card, check, money order, or via PayPal. If winning bidder elects to pay via check, auctions items will be held for ten (10) days prior to shipment. If winning bidder elects to pay via PayPal, an amount equal to the service fees charged by PayPal shall be added to the payment amount. In the event that winning bidder has consigned items to the auction, winning bidder agrees that may reduce balances due from Pure Golf Auctions by items purchased in the auction when reconciling winning bidder's account.

Shipping and Insurance Charges

Pure Golf Auctions utilizes FedEx Ground for shipment of all sold auction items. Unless otherwise requested by the winning bidder, all shipments are accompanied by FedEx's minimum insurance amounts unless otherwise requested by the winning bidder. Pure Golf Auctions assumes the risk of damage or loss to auction items until such time as items are delivered to FedEx. Upon delivery of items to FedEx, the winning bidder assumes the risk of damage or loss to auction item. The winning bidder is responsible for the cost of shipping and insurance.

Sales Tax Applicable for North Carolina Residents

For North Carolina residents, sales tax is applicable to all purchased unless a valid resale number is provided.

Non-Payment by High-Bidder

Pure Golf Auctions and user agree that Pure Golf Auctions. is not liable for non-payment of the high-bidder and has no duty to seek or collect payment from the same. Further, in the event of non-payment by the high-bidder, Pure Golf Auctions is under no obligation to offer any such item to any other bidders but may do so in its sole discretion.

Condition of Auction Items

Pure Golf Auctions makes a good faith, reasonable effort to accurately describe auction items in the condition in which they appear, however this information cannot be guaranteed and is in no way intended to be a warranty, express or implied. All auction items are sold AS IS and WITH ALL FAULTS. Pure Golf Auction encourages and welcomes inquiries as to the condition of auction items and will make every reasonable effort to timely respond to inquiries, including arranging the opportunity for bidder or bidder's agent to inspect auction items. If bidder has questions as to the condition of an auction item, bidder expressly agrees not to bid on said item until such time, if at all, as bidder is satisfied as to the condition of the item.

Authenticity of Auction Items

Pure Golf Auctions makes a good faith, reasonable effort to accurately authenticate auction items, however this information cannot be guaranteed and is in no way intended to be a warranty, express or implied. Pure Golf Auctions encourages and welcomes inquiries as to the authenticity of auction items and will make every reasonable effort to timely respond to inquiries, including arranging the opportunity for bidder or bidder's agent to inspect auction items. If bidder has questions as to the authenticity of an auction item, bidder expressly agrees not to bid on said item until such time, if at all, as bidder is satisfied as to the authenticity of the item.

Return Policy

Returns are not accepted and all sales are final. As indicated herein, bidder expressly agrees not to bid on an auction item until, if at all, such time as bidder is satisfied as to the authenticity and condition of the item.

Governing Law

Pure Golf Auctions Terms of Service shall be governed and construed in accordance with the laws of the State of North Carolina. In the event that any provision(s) contained herein shall be held to be unenforceable, such provision(s) shall be construed in accordance with the intent of the parties. In the event such construction may not be reasonably done, such provision(s) shall be severable and shall be stricken without effect as to the enforceability of the remainder of Pure Golf Auctions Terms of Service.

Technical Issues

Pure Golf Auctions strives to provide a seamless online forum for users to consign and purchase auction items. However, Pure Golf Auctions and its host are not liable for service interruptions or failures, specifically including but not limited to lost bids. Pure Golf Auctions and its host assume no liability for the completion of a transaction until such time as Pure Golf Auctions receives verified payment for an auction item.

Limitation of Liability

Pure Golf Auctions and user expressly agree that Pure Golf Auction shall not be liable for direct, indirect, incidental, special, or consequential damages arising out of user's access to and use of Pure Golf Auctions services. Under no circumstances shall Pure Golf Auctions liability exceed the price actually paid by bidder to Pure Golf Auctions for the purchase of an auction item or the price actually paid by consignor to Pure Golf Auction in the form of consignment fees.

Termination

Pure Golf Auction expressly reserves the right to terminate an auction item or the entire auction with or without cause in its sole discretion.

Dispute Resolution

Pure Golf Auctions and user expressly agree that any and all disputes shall be resolved through binding arbitration in front of a single arbitrator in accordance with the governing law and the applicable rules of the American Arbitration Association. The sole proper venue for arbitration shall be Moore County, North Carolina. Upon judgment by the arbitrator, judgment may be entered in any court that has jurisdiction over the non-prevailing party.

Indemnification

User agrees to indemnify and hold harmless Pure Golf Auctions, its parents, subsidiaries, affiliates, officers and employees, and likewise its host, its parents, subsidiaries, affiliates, officers, and employees, from any claim or demand, including reasonable attorney's fees, made by a third-party in relation to their use of Pure Golf Auctions services, a breach of Pure Golf Auctions Terms of Service, or their infringement or other party's, using user's Pure Golf Auctions User ID, infringement, of the property rights of any other person or entity.

Acknowledgment and Acceptance of Pure Golf Auctions Terms of Service

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Last Updated: 2/18/2023