

DPONLINESALES.COM USER AGREEMENT WEBSITE
TERMS OF USE

Updated and made effective December 27, 2017

1. ACCEPTANCE OF TERMS

The services that DP Online Sales, LLC, a Kentucky limited liability company (“**DP**”) provides to you (“**User**”) is subject to the following Terms of Use (“**TOU**”). The most current version of the TOU can be reviewed by clicking on the "Terms of Use" link located at the bottom of our web pages. This TOU is applicable to the use of www.dponlinesales.com as well as any other website operated by DP. By continuing to use dponlinesales.com and all other services provided by DP, you agree to comply with all of the terms and conditions hereof.

The pronouns “you” or “your” refer to you as a user of Dponlinesales.com. The pronouns “ours” “us” or “we” refer to DP. The term “Providers” refers to our affiliates, partners and service providers.

2. CHANGED TERMS

We reserve the right to change or discontinue any aspect or feature of Dponlinesales.com, including its availability and equipment needed to use it, at anytime, for any reason and without notice. We may also revise this TOU at anytime and such revision will be effective immediately upon posting of the revised TOU on Dponlinesales.com.

3. SALE REGISTRATION AND PAYMENT

All buyer numbers will only be issued with complete registration along with bank information. No buyer’s premium is in effect for this auction. All bidding and payments are in U.S. Dollars. Accepted forms of payment include: check, credit card, cashiers check, or money order (\$30 fee for wire transfers.) All funds must be made payable to: DP Online Sales, LLC. **Full payment must be received within 72 hours of the sale closing date. Fees are subject to an 18% annum interest (1.5% per month) after the 3rd day. A \$50 fee will be assessed on all late payments or returned checks.**

An invoice that includes payment instructions will be e-mailed to the buyers registered e-mail address at the close of the auction. If you do not receive an invoice within 24 hours after the close of the auction please contact our offices immediately at (859) 707-5248.

Any person placing bids on items in this auction agrees to these terms and conditions and understands that, by placing bids, they are entering into a binding contract between themselves and the seller(s) and that they will be held financially responsible for their actions. DP Online Sales acts only as a marketing agent for the seller and has no other responsibilities other than those involved in conducting the sale. Placing a bid is a binding contract between the bidder and the seller, and the bid cannot be retracted. Once a bidder places a bid, and the bid is the winning bid, the bidder will be obligated to buy the lot at the closing price indicated. Placing a bid on this online auction site, and

winning, then not paying for the lot is illegal in most states, and prosecution can result. The seller of the property sold through this online auction site reserves the right to reject any and all bids received. All agreements and adjustments made are between buyer and seller.

4. EQUIPMENT

You are solely responsible for any equipment or service necessary to use Dponlinesales.com.

5. DELIVERY

a. Embryos. All embryos are available for immediate shipping as soon as payment has been received by DP. Shipping must be arranged between the buyer and seller, and the buyer must provide complete shipping instructions. The seller guarantees that each embryo package consists of Grade One or Grade Two eggs unless otherwise stated and all embryo work has been conducted by a reputable source. The seller associated with the online auction understands that they are responsible for any guarantees made, and they will take responsible actions to insure that the buyers are satisfied with their purchases. Sellers of embryo lots will guarantee one 60 day pregnancy per three embryos transferred and two 60 day pregnancies per five embryos transferred if the following conditions are met: the transfers must take place within one year from the date of sale unless otherwise agreed upon between the buyer and seller. All work is performed by a certified embryologist. Buyers purchasing embryo packages that fail to establish at least one or two pregnancies, depending on the package offering, will be refunded their purchase price by the seller or seller must provide same or equal value embryos to the buyer.

b. Semen. Buyer shall be responsible for shipping costs of semen. Shipping must be arranged between the buyer and seller directly. Buyer shall reimburse the Seller directly for said shipping costs.

c. Live Animals. Each buyer is responsible for making their own trucking arrangements thru seller. Trucking arrangements need to be made prior to or immediately following the sale. No animal(s) will be delivered until payment is made in full. Buyer is responsible for all trucking and shipping. Seller shall make all shipping arrangements but Buyer shall reimburse Seller directly for said expenses.

6. ASA SUGGESTED SALE TERMS AND CONDITIONS

You agree to follow the ASA Suggested Sale Terms and Conditions from the American Simmental Association (“ASA”), available online at <http://simmental.org/site/userimages/sale%20terms.pdf>.

7. CONDUCT

You can use Dponlinesales.com for lawful purposes only. You are not permitted to post or transmit through Dponlinesales.com any material that is unlawful, threatening, abusive, defamatory, violates the rights of others, protected by non-disclosure agreement, vulgar, obscene, profane, which or without our express prior written approval contains advertising or any solicitation. You cannot send

unsolicited communication to any user of Dponlinesales.com, tamper with Dponlinesales.com, scrape or collect data from Dponlinesales.com or restrict any other user from using Dponlinesales.com. You will be solely liable for any and all damages and attorney fees resulting from your conduct.

8. COPYRIGHT AND TRADEMARK NOTICE

Dponlinesales.com contains copyrighted material, trademarks and other proprietary information. You may not modify, publish, transmit, distribute, publish, participate in the transfer or sale, create derivative works, reproduce, or in any way exploit, any of the content, code, or software on Dponlinesales.com, in whole or in part.

9. USE OF SERVICES

We reserve the right to limit, suspend or terminate your account or access to Dponlinesales.com at any time and without notice. You acknowledge that we have the right, but not the obligation, to monitor Dponlinesales.com and/or monitor content contributed by users of Dponlinesales.com (“**User Content**”). DP does not endorse User Content or links and specifically disclaims any liability, responsibility or warranty in connection with User Content. We reserve the right to review, modify and remove any User Content without prior notice. You warrant and represent that you either own or otherwise have the right to any User Content. By submitting User Content to Dponlinesales.com, you automatically grant DP a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferrable, assignable right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. We reserve the right to disclose any information we deem necessary to satisfy any applicable law, regulation, legal process or governmental request.

10. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If registration is needed, you must provide us with your current, complete and accurate information, as requested. You are entirely responsible for any and all activity in your account. It is your responsibility to keep your passwords and other account information confidential. The right to use Dponlinesales.com is personal to you and is not transferable to any other person or entity. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. DP will not be liable for any loss that you may incur as a result of any use of your passwords or account, either with or without your knowledge.

11. FEEDBACK

If you send us any unsolicited feedback, you acknowledge and agree that DP will not be under any obligation of confidentiality with respect to the unsolicited feedback.

12. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

DPONLINESALES.COM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

Bidder acknowledges that all lots were available for inspection prior to the auction and, by these terms, it is the bidder's responsibility to personally inspect all lots that he/she or it may purchase. Failure on part of the bidder to inspect lots, or otherwise be fully informed as to the nature, quality and condition of lots purchased, will not constitute grounds for any type of refund or termination of the sale agreement between the buyer and seller. All lots and merchandise sold become the property of buyer at the conclusion of the auction. Auctioneer is not responsible for the condition or health of lots sold and purchased, either at the time of sale or time of delivery.

YOU EXPRESSLY AGREE THAT USE OF DPONLINESALES.COM IS AT YOUR SOLE RISK. NEITHER DP, ITS PROVIDERS NOR ANY OF OUR OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT DPONLINESALES.COM WILL BE UNINTERRUPTED, COMPATIBLE OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF DPONLINESALES.COM, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH DPONLINESALES.COM, DP, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING DPONLINESALES.COM WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE DPONLINESALES.COM. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION WILL APPLY TO DPONLINESALES.COM IN ITS ENTIRETY.

13. PRIVACY POLICY

Your ongoing use of Dponlinesales.com signifies your consent to our information practices as disclosed in our Privacy Policy which can be found by clicking on the Privacy Policy link located on Dponlinesales.com.

14. INDEMNIFICATION

You agree to defend, indemnify and hold harmless DP, its Providers and our and their respective directors, officers, employees, service providers and agents from and against all claims, damages and expenses, including attorneys' fees, arising out of your use of Dponlinesales.com.

15. LIMITED TIME TO BRING YOUR CLAIM

YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO DPONLINESALES.COM OR ANY RELATED SITE OR TO THE SERVICES OFFERED BY DP MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16. MISCELLANEOUS

This Agreement and any use rules for Dponlinesales.com established by DP constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties. This Agreement shall be construed in accordance with the laws of the State of Kentucky without regard to its conflict of laws rules. Venue for any legal action shall be with the courts located in Bourbon County. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. DP may assign this Agreement, in whole or in part, at any time with or without notice to User. User may not assign this Agreement, or assign, transfer or sub license User's rights, if any, in dponlinesales.com or the Services.