

**In order to bid on and purchase livestock, you must complete a user registration form and indicate your acceptance of the terms and conditions of this user agreement.**

CattleUSA.com  
TERMS AND CONDITIONS

This is an agreement between you and CattleUSA.com and its owners (hereinafter “CattleUSA.com”) that describes your rights to use the website and its services. In order to bid on and purchase livestock, you must read, agree with and accept all of the terms (“this Agreement”). You should read the entire Agreement because all of the terms are important and together create a legal agreement that, once accepted by you, applies to you.

1. CattleUSA.com’s services at this website are available only to, and may be used only by, persons who are able to enter into legally binding contracts. If you are an individual, you must be at least 18 years of age. If you are registering as a business, you represent that you have the authority to bind that entity to this agreement.

2. CattleUSA.com broadcasts sales live on the internet. By registering to bid on this website, CattleUSA.com’s services include, but are not limited to, broadcasting live sales, providing video to preview upcoming auctions as well as allowing you to bid and purchase livestock with any of the Livestock Auctions listed on its website (“Services”).

3. CattleUSA.com is a broadcasting platform that allows users to view and listen to sales, make offers and purchases of livestock remotely at auction. The actual contract for sale is directly between the buyer and Livestock Auction. CattleUSA.com is not acting as a selling livestock market and is not responsible for any financial elements of any sale. CattleUSA.com is not an auctioneer, sale manager, or representative of any Livestock Auction.

4. CattleUSA.com provides the Services and the website so that Livestock Auctions may offer livestock for sale and Buyers may place offers to purchase offered livestock. Livestock Auctions are independent contractors. CattleUSA.com is not an agent, representative, broker, employee, or partner of Buyer, Seller, Livestock Auctions, and Auctioneers. Nor is Buyer, Seller, Livestock Auctions, or Auctioneers an agent, representative, broker, employee or partner of CattleUSA.com. This Agreement shall not be interpreted or construed to create an association, agency, or partnership between the parties.

5. Each Livestock Auction is solely responsible for the approval of online bidders at that sale. Each Livestock Auction reserves the right to determine whether to accept bidders and bids based on whatever factors that Livestock Auction or sale uses for such decisions.

6. You acknowledge and agree that by placing a bid on livestock, you represent and warrant that you shall not misrepresent your ability to close the transaction pursuant to the terms and conditions of sale, that you have the capacity to close the transaction, that you have actual authority to enter a bid.

7. All bids are between the Buyer and the Livestock Auction. When you commit to buy an item (bid), you enter into a legally binding, non-retractable contract to purchase with the Livestock Auction and you are agreeing to be bound by the terms and conditions set forth by that Livestock Auction. Once your bid has been accepted, you are obligated to complete the transaction with the Livestock Auction in accordance with the terms and conditions of that consignment. Additionally, CattleUSA.com makes no representation or warranty of any kind as to the willingness or ability of Livestock Auction to complete a sale in accordance with that contract. CattleUSA.com expressly disclaims any representations, warranties or guaranties that any livestock for sale through the Services or the website will be sold.

8. **Bidder recognition:** The auctioneer can accept bids from bidders who may place bids live on the auction floor, from telephone bidders, by absentee bid, or properly registered online bidders. Online bids are electronically transferred to the Livestock Auction during the sale. Your electronic transmission of an online bid does not mean your bid was accepted. *Any online bid must be verbally acknowledged by the auctioneer in order to be accepted.* CattleUSA.com has no control over bidder recognition or the winning bid.

9. **Auctioneer's and Livestock Auction's Discretion.** Auctions are run on multiple bidding platforms, one of which includes CattleUSA.com internet bidding. There may be occasions when more than one bidder believes they are the winning bidder. The Auctioneer and/or the Livestock Auction have the right at his/her/their/its absolute and sole discretion to refuse any internet bid, to advance the bidding in such a manner as he/she/they/it may decide, to accept the bid of a bidder who is present live at the auction over internet bids, to withdraw or divide any lot, to combine any two or more lots and, in the case of error or dispute, and whether during or after the sale, to determine the successful bidder, to continue the bidding, to cancel the sale or to reoffer and resell the item in dispute. The Auctioneer and/or Livestock Auction's determination shall be final. CattleUSA.com is not an agent of the auctioneers nor is any auctioneer an agent of CattleUSA.com. CattleUSA.com has no control over the auctioneers actions and decisions.

10. Remember, buyers at the physical auction have the benefit of seeing, smelling, and experiencing the auction in person. They may be able to notice qualities about the cattle that you cannot see on an Internet feed. You can hire a professional buyer at the auction to help you assess quality, health, and condition. We consider this money well spent. You may not be able to access these traits as well as buyers at the physical auction. If an animal looks too cheap, there is usually a reason why. Therefore, Buyer owns the livestock if they are the highest bid and Buyer's bid has been accepted by auctioneer. The Buyer cannot thereafter reject the livestock.

11. Livestock Auctions are solely responsible for independently verifying the background and credit-worthiness of those Buyers with whom they enter into, or with whom they prospectively will enter into, a transaction, as well as the condition or any description of any livestock involved in a prospective transaction.

12. **Disclaimer of Warranties.** CattleUSA.com does not guarantee the continuous operation of or access to the website or Services. Bid update and other notification

functionality from auctioneers and/or Livestock Auctions may not occur in real time. Such functionality is subject to delays beyond CattleUSA.com's control and can place internet bidders at a disadvantage to live buyers.

YOU UNDERSTAND THAT USE OF THE SERVICES AND ANY PURCHASE OF LIVESTOCK IS AT YOUR OWN RISK AND THAT CATTLEUSA.COM PROVIDES THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." CATTLE USA.COM DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES OR LIVESTOCK AUCTIONS.

ACCORDINGLY, CATTLE USA.COM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES OR LIVESTOCK OFFERINGS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR SAFETY OF THE LIVESTOCK, OR THE TRUTH OR ACCURACY OF ANY OFFERINGS.

YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT AN UNACCEPTED OR LOSING INTERNET BID WON'T OCCUR.

13. **Limitation of Liability.** To the extent permitted by applicable law, CattleUSA.com is not liable, and you agree to not hold CattleUSA.com responsible, for any damages or losses resulting directly or indirectly from:

- a) your use of or your inability to use our website and/or Services, or the content materials and functions related thereto;
- b) delays or disruptions in our Services;
- c) glitches, bugs, errors, or inaccuracies of any kind in our Services; or
- d) the content, actions, or inactions of third parties, including items listed using our Services.

14. **Termination of Use.** CattleUSA.com may, at its sole discretion, refuse to accept a person's (or entity's) registration, and may, at any time after accepting registration, may terminate or refuse to permit a person's (or entity's) continuing use of the Services and the Website for any reason without notice.

15. If an entity places a bid, then the person executing the bid on behalf of the entity agrees to personally guarantee payment for any successful bid.

16. You may be able to access third-party websites or services via the Services, including but not limited to Seller's websites and catalogs, Livestock Auction websites and information, and Auctioneer websites and information. CattleUSA.com is not responsible for

third-party websites, services, or material available through those third-party services. You are solely responsible for your dealings with third-parties.

17. You are responsible for your user profile, ID and passwords. If you allow someone else access to use your user profile and ID and they use it to bid on livestock and are the highest bid accepted by the auctioneer, then you are responsible for completing the transaction and paying for the livestock. Therefore, it is highly recommended that you keep your user profile, ID and password secret and allow no one else to use it. If you are logged in with your user profile and ID and it is used to bid by you or someone else then you will be responsible for payment of those livestock where the auctioneer accepts such bid and such bid is the high bid.

18. **Amendments and Changes to Agreement.** At any time, CattleUSA.com may change or amend any or all of these terms. Any changes or amendments will be reflected on the website. Your use of the services after the date the change becomes effective will be your consent to the changed terms. If you do not agree to the changes, you must stop using the Services. Otherwise, the new terms will apply to you.

19. **No third-party beneficiaries.** This Agreement is solely for your and CattleUSA.com's benefit. It is not for the benefit of any other person or entity, except for CattleUSA.com's owners, successors and assigns.

20. **Severability.** If any provision of this agreement is deemed to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be interpreted in such a way as to carry out the intent of the parties to the greatest extent possible.