**PRIVACY Policy**

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE AEISTUDIOANDGIFTS.COM WEBSITE.

1. The information we collect

When you visit aeistudioandgifts.com, to make a purchase-Lots, you provide us with two types of information: (i) personal information that you knowingly choose to disclose to us and (ii) information that is collected by us as you use Whole-Lots.com. In addition, when you become a registered user by creating an account on whole-Lots.com, you provide us with certain personal information (such as your name, address, telephone number, email address, etc.).

​When you use aeistudioandgifts.com, we collect information relating to your browser type and Internet Protocol (IP) address. In addition, we store certain information from your browser using cookies. A cookie is a piece of data stored on the user's computer tied to information about the user. We use session ID cookies to confirm that Users (as defined in aeistudioandgifts.com Terms of Service) are logged in, which terminate once the user closes the browser. In addition, we use a cookie to store your cart contents for 48 hours. By default, we also use a persistent cookie that stores your login ID (but not your password) to make it easier for you to log in when you use aeistudioandgifts.com. You can remove or block this cookie using the settings in your browser if you want to disable this convenience feature. We may also collect pages viewed, resources accessed, general traffic data, location data, and other communication data.

Any improper collection or misuse of information provided on aeistudioandgifts.com is a violation of aeistudioandgifts.com Terms of Service and should be reported to aeistudioandgifts.com.

By using aeistudioandgifts.com, you are consenting to have your personal data transferred to and processed in the United States. Please do not use the website or services unless you fully understand and consent to any and all privacy implications resulting from data transmission and data storage in the United States.

1. Children Under the Age of 13

We do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to become registered users or create accounts. If you are under the age of 13, please do not attempt to become a registered user or send any information about yourself to us (including your name, address, telephone number, or email address). In the event that we learn that we have collected personal information from a person under the age of 13, we will delete that information as quickly as possible. If you believe that we might have any information from or about a person under the age of 13, please contact us at info@aeistudioandgifts.com.

1. Use of Information Obtained by Us

We use information collected from you to provide our services to you. In addition, we may use the information for one or more of the following purposes:

* + We may occasionally use your name and email address to send you notifications regarding new products or classes offered by us that we think you may find valuable. You may “opt-out” of these email notifications.
	+ We may use the credit card information provided by you to pay for the services and products we provide to you.
	+ We may share information in your profile with third parties. We do this for purposes such as (without limitation) aggregating general traffic trends, and personalizing advertisements and promotions. We believe that this benefits you while also protecting your privacy.
1. Sharing Your Information with Third Parties

We do not provide contact information to third party marketers without your permission. We share your information with third parties only in limited circumstances (i) where we believe such sharing is reasonably necessary to offer aeistudioandgifts.com (including as described in this Privacy Notice), (ii) where we believe such sharing is legally required, or (iii) where you have permitted such sharing. For example:

1. Links

aeistudioandgifts.com may contain links to other websites and we are not responsible for the privacy practices of those websites. We encourage our users to review the privacy practices of each and every website that they use. This Privacy Notice applies solely to information collected by us.

1. Security

We take precautions to protect our users' information. Your account information is located on a secured server behind a firewall. When you enter sensitive information (such as your credit card number or your password), we encrypt that information using secure socket layer technology (SSL). Your information travels to us via Secure Hypertext Transfer Protocol (HTTPS).

Because email and instant messaging services are not recognized as secure communications, we request that you not send private information to us by email or instant messaging services.

If you have any questions about the security of aeistudioandgifts.com, please contact us at Info@ aeistudioandgifts.com.

1. Terms of Service

Your use of aeistudioandgifts.com, and any disputes arising from it, is subject to this Privacy Notice as well as our Terms of Service for use of aeistudioandgifts.com at / and all of its provisions including indemnification, disclaimer of warranties, limitations of liability, and choice of law and forum, and the terms and conditions of any other Agreements you may have agreed to for use of aeistudioandgifts.com.

1. Revisions

We reserve the right to amend this Privacy Notice and its Terms of Service at any time. Immaterial amendments will take effect immediately, and material amendments will take effect after 30 days of their posting on aeistudioandgifts.com. If we amend this Privacy Notice, we will post the amended Privacy Notice and indicate its effective date at the top of the page of the amended Privacy Notice.

We encourage you to visit this URL on an ongoing basis so that you understand the Privacy Notice currently in effect. Unless stated otherwise, our Privacy Notice for aeistudioandgifts.com, as then in effect, applies to all information that we have about you and your account.

1. Disclaimers

AEISTUDIOANDGIFTS.COM AND ITS CONTENT ARE PROVIDED "AS IS" AND AEI STUDIO AND GIFTS EXCLUDES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FUNCTIONS EMBODIED ON, OR IN THE MATERIALS OF AEISTUDIOANDGIFTS.COM ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT AEI STUDIO AND GIFTS, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OF THIS WEBSITE.

Except as specifically stated in this Notice, or elsewhere on aeistudioandgifts.com or as otherwise required by applicable law, neither AEI Studio and Gifts, nor its owners, employees, content providers, affiliates or other representatives will be liable for damages of any kind (including, without limitation, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental or punitive damages) arising out of your use of, your inability to use, or the performance of aeistudioandgifts.com or its contents whether or not we have been advised of the possibility of such damages.

1. Contacting aeistudioandgifts.com

If you have any questions about this Privacy Notice, please contact us at Info@aeistudioandgifts.com.

Last updated on February 27, 2017

# TERMS OF SERVICE

## PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE WWW.WHOLE-LOTS.COM WEBSITE OR RELATED SERVICES.

Welcome to the Whole-Lot Site and Services (“Whole-Lots.com”) owned and operated by Farnsworth, Boulter, Burke & Stamper LLC.

#### Description of the Whole-Lots.com Service

Whole-Lots.com provides with an online resource for browsing, purchasing, and reselling liquidated, overstock, open box & refurbished inventory at a discount. You must provide (1) all equipment necessary for your own Internet connection, including computer and connectivity and (2) provide for your access to the Internet, and (3) pay any fees related with such connection.

Please read these Terms of Service before accessing this web site. This is a legally binding agreement between you and us. If you choose to purchase products from the Whole-Lots.com website, you must also abide by the Master Purchase Agreement/US Client Web Purchases that you will be asked to sign.

These Terms of Service set forth the standards of use of Whole-Lots.com. By using the Whole-Lots.com web site you agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of Whole-Lots.com.

In addition to these Terms of Service and the Master Purchase Agreement (if you choose to purchase products), your use of Whole-Lots.com is also governed by our Privacy Notice at [https://Whole-Lots.com/privacy-notice/](https://bulq.com/privacy-notice/). You agree to Whole-Lots collection, use and sharing of your information as set forth in the Privacy Notice, which may be amended by us from time to time in our discretion. When using Whole-Lots.com, you will be subject to any posted terms or guidelines applicable to such services, and any other terms or conditions applicable to services provided by or in conjunction with any of Whole-Lot’s content and service partners. The Privacy Notice and any posted terms or guidelines are hereby incorporated by reference into these Terms of Service.

If you do not understand and agree to these Terms of Service, please do not use Whole-Lots.com, and do not register to be a user or create an account on Whole-Lots.com. If you have any questions or concerns regarding these Terms of Service, please let us know by contacting us at help@Whole-Lots.com or at 1-303-668-0515. Do not use Whole-Lots.com until these questions and concerns have been answered to your satisfaction and you agree to abide by the terms and conditions of these Terms of Service.

By visiting Whole-Lots.com and/or by completing the registration process and creating an account for Whole-Lots.com, you represent and warrant that you have read, understand, have the legal capacity to, and hereby agree to be legally bound by these terms and conditions. WHOLE-LOTS.COM IS AVAILABLE ONLY TO USERS 18 YEARS OF AGE OR OLDER.

#### Modifications to these Terms of Service

We reserve the right, at any time, to modify, alter, or update the terms and conditions of these Terms of Service without prior notice. Modifications shall become effective immediately upon being posted at Whole-Lots.com. Your continued use of Whole-Lots.com after amendments are posted constitutes an acknowledgement and acceptance of these Terms of Service and any modifications.

If you do not agree to the revised terms and conditions, your sole recourse is to immediately stop all use of Whole-Lots.com. Your continued use of Whole-Lots.com following the posting of modifications will constitute your acceptance of the revised terms and conditions. Should you have any questions regarding the use of Whole-Lots.com, please contact info@Whole-Lots.com or 1-303-668-0515.

#### Use of the Whole-Lots.com Services

Use of Whole-Lots.com is void where prohibited. By accessing or otherwise using Whole-Lots.com, you are acknowledging and agreeing, and representing and warranting that (i) you have read, understand, and agree to be legally bound and to abide by these Terms of Service, just as if you had signed a written agreement; (ii) you have the right, authority and capacity to enter into this agreement and to abide by all the terms and conditions of these Terms of Service; and (iii) if you are acting on the behalf of any person or entity, you are authorized to act on behalf of such party.

Neither Whole-Lots.com nor Farnsworth, Boulter, Burke & Stamper LLC, assumes responsibility for filtering or monitoring the content viewed by its members. We reserve the right, at any time, to: (a) modify or discontinue some or all of Whole-Lots.com, including, but not limited to (i) restricting the time Whole-Lots.com is available, (ii) restricting the amount of use of Whole-Lots.com permitted, and (iii) restricting or terminating any user's right to use Whole-Lots.com, with or without notice; (b) charge fees in connection with the use of all or part of Whole-Lots.com; (c) modify and/or waive any fees charged in connection with Whole-Lots.com; and/or (d) offer opportunities to some or all users of Whole-Lots.com. You agree that neither we nor any of our affiliates shall be liable to you or to any third party for any modification, suspension or discontinuance of Whole-Lots.com, in whole or in part, or of any service, content or feature offered through Whole-Lots.com. Your continued use of Whole-Lots.com following the posting of changes to these Terms of Service will constitute your acceptance of such changes.

Subject to the above, the terms and conditions set forth herein, and any applicable third party restrictions, Whole-Lots grants you a revocable, non-transferable, non-exclusive and non-sub-licensable limited right and license to view, use and access Whole-Lots.com to (a) incidentally view, print and download the images, text, graphics, photographs, audio, video and other content to the extent made available by Whole-Lots for such purposes on Whole-Lots.com, solely for your informational purposes and for your immediate and private use; (b) make purchases of goods and services through links found on or through Whole-Lots.com once you have agreed to the terms and conditions, and have signed the Master Purchase Agreement; and (c) resell those goods and services at your own expense provided that you accept all risks associated with such resales. At all times you must retain all Whole-Lots.com or third-party copyright and proprietary notices contained in the original materials or any copies thereof. All rights to ownership or use not expressly stated herein are reserved by Whole-Lots disclaims any and all implied licenses.

#### Registration

In order to use certain services on Whole-Lots.com, you must create an account, which makes you a registered user of Whole-Lots.com. You agree that Whole-Lots.com user names may be refused, changed, removed or replaced by us for reasons including, but not limited to, using a user name to impersonate another person, if a user name is offensive or violates third party intellectual property, etc.

If you elect to register to utilize Whole-Lots.com and/or participate in any Whole-Lots.com promotions, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Whole-Lots.com account registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it accurate. If you provide any information that is untrue, inaccurate, or incomplete, or whole-Lots has reasonable grounds to suspect that such is the case, whole-Lots has the right to suspend or terminate your account (including any payments or pending orders) and refuse any and all current or future use of Whole-Lots.com (or any portion thereof).

In addition to any other Registration Data, to register on Whole-Lots.com you will be required to choose a password. You are solely responsible for maintaining the confidentiality of any password you may use to access Whole-Lots.com, and agree not to transfer your user name or password, or lend or otherwise transfer your use of or access to Whole-Lots.com, to any third party. You are fully responsible for all activity that occurs in connection with your user name or password. You agree to immediately notify us of any unauthorized use of your user name or password or any other breach of security related to your account or Whole-Lots.com, and to ensure that you "log off"/exit from your account (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

In addition to any other rights or remedies available to it, Whole-Lots reserves the right to immediately suspend, terminate, access and investigate the user account of any user upon receipt of a subpoena or law enforcement request, or when Whole-Lots believes, in its sole discretion, that a user is transmitting or is otherwise connected with the distribution of unsolicited bulk email messages (SPAM), or with any fraudulent, misleading, illegal or otherwise objectionable activities. Because of the difficulty associated with quantifying damages, if actual damages cannot be reasonably calculated then you agree to pay Whole-Lots liquidated damages of $5 for each piece of unsolicited bulk email connected with your account that references Whole-Lots.com, Whole-Lots, Farnsworth, Boulter, Burke & Stamper LLC. or any goods and services offered on by Whole-Lots or its licensees or licensors on Whole-Lots.com, or the maximum liquidated damages permitted under law, whichever is greater.

You agree that Whole-Lots, in its sole and absolute discretion, may terminate your password, account (or any part thereof) or use of Whole-Lots.com, for any reason, including, without limitation, if Whole-Lots believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Whole-Lots may also in its sole discretion and at any time discontinue providing Whole-Lots.com, or any part thereof, with or without notice. You agree that any termination of your access to Whole-Lots.com under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or to Whole-Lots.com. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to Whole-Lots.com.

The provisions of these Terms of Service pertaining to disclaimers, exclusion of damages, limitations of liability and indemnification shall survive any termination of the Terms of Service, Privacy Notice, or use of Whole-Lots.com.

#### User Conduct and Acceptable Use Notice

Unauthorized use of Whole-Lots.com is expressly prohibited. You may not use Whole-Lots.com in any way that violates applicable federal, state, or international law, or for any unlawful purpose.

Additionally, Whole-Lots reserves the right, without limitation, to terminate your access to and use of Whole-Lots.com if, in our view, your conduct fails to meet any of the following guidelines for User conduct. Please note that this list of guidelines is not inclusive, and Whole-Lots may suspend or terminate your access for any or no reason, in its sole discretion:

* + You may not misrepresent your identity or impersonate any person.
	+ You may not attempt to gain access to any account, computers or networks related to Whole-Lots.com without authorization.
	+ You may not attempt to obtain any data through any means from Whole-Lots.com, except if we intend to provide or make it available to you.
	+ You may not attempt to charge others to use Whole-Lots.com either directly or indirectly.
	+ You may not use Whole-Lots.com to harvest or otherwise collect information about others, including e-mail addresses.
	+ You may not attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by Whole-Lots in connection with Whole-Lots.com
	+ You may not use Whole-Lots.com in a manner that results in excessive bandwidth usage, as determined by a representative of Whole-Lots. Use of Whole-Lots.com as well as use of Whole-Lots.com on any desktop or portable application will be applied toward such bandwidth usage.

All judgments concerning the applicability of these guidelines shall be at the sole and exclusive discretion of Whole-Lots. Whole-Lots reserves the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance shall not dictate or limit Whole-Lot’s response to a future complaint.

#### Limitation of Liability

THE WHOLE-LOTS.COM SITE, SERVICES AND CONTENT ARE PROVIDED "AS IS" AND WHOLE-LOTS EXCLUDES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FUNCTIONS EMBODIED ON, OR IN THE MATERIALS OF, THIS WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT WHOLE-LOTS.COM NOR WHOLE-LOTS, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OF THIS WEBSITE.

IN NO EVENT WILL WHOLE-LOTS BE LIABLE TO YOU OR YOUR END USERS OR CUSTOMERS FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF WHOLE-LOTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHOLE-LOTS’S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, EQUITY OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU FOR THE PARTICULAR LINE ITEM OF THE ORDER GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IN NO EVENT WILL WHOLE-LOTS BE LIABLE FOR ANY ERROR IN A PALLET LISTING. THIS LIMITATION OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION AND ANY TERMINATION OF THIS AGREEMENT.

Except as specifically stated in this Notice, or elsewhere on Whole-Lots.com, or as otherwise required by applicable law, neither Whole-Lots nor its directors, employees, content providers, affiliates or other representatives will be liable for damages of any kind (including, without limitation, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental or punitive damages) arising out of your use of, your inability to use or the performance of Whole-Lots.com or the content whether or not we have been advised of the possibility of such damages.

In the event that, notwithstanding the foregoing disclaimers, limitations and indemnification, Whole-Lots is found responsible to any user for any reason whatsoever, Whole-Lot’s responsibility shall be limited to $50.00 or actual damages, whichever is less, and shall not include punitive damages or consequential or resulting damages of any nature.

#### Indemnification

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WHOLE-LOTS, INC (“WHOLE-LOTS”), ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AGENTS AND THIRD-PARTY PROVIDERS, TO, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES) ARISING FROM YOUR USE OF THE WHOLE-LOTS.COM SITE, PRODUCTS OR SERVICES, AND/OR RESALE OF ANY PRODUCTS OR SERVICES THEREFROM. YOUR VIOLATION OF THESE TERMS OF SERVICE OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO IMMEDIATELY NOTIFY WHOLE-LOTS OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

#### Modifications and Interruption to Service

Whole-Lots and its service providers utilize diligent efforts to maintain Whole-Lots.com, but neither Whole-Lots nor its service providers are responsible for any defects or failures associated with Whole-Lots.com, including any services provided therewith, or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures.

Whole-Lots reserves the right to modify or discontinue the Service with or without notice to you. Whole-Lots shall not be liable to you or any third party should we exercise our right to modify or discontinue Whole-Lots.com or any part thereof. You acknowledge and accept that Whole-Lots does not guarantee continuous, uninterrupted or secure access to our web site and operation of our web site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

#### Third-Party Sites

Whole-Lots.com and certain content may contain advertisements for or links to other Internet sites or resources. Whole-Lots.com may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including Web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. We may also provide some content to you as part of Whole-Lots.com. We encourage you to review said privacy policies of third-parties’ sites. Should you have any problems resulting from your use of any third-party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches.

#### Governing Jurisdiction of the Courts

The laws of the State of Colorado will govern these Terms of Service, without giving effect to any choice of law rules. We make no representation that Whole-Lots.com is appropriate, legal or available for use in other locations. Accordingly, you irrevocably submit to the jurisdiction of the courts located in the State of Colorado for all disputes. You and Whole-Lots, Inc., to the fullest extent permitted by law, waive all right to trial by jury in any action, proceeding or counterclaim relating to these Terms of Service. The application of the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Computer Information Transactions Act (UCITA) or any statute modeled after either of the above is expressly excluded. The provisions of this paragraph shall survive, even if you cease your use of Whole-Lots.com.

#### Compliance with Laws

You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use Whole-Lots.com in any way that violates applicable state, federal, or international laws, regulations or other government requirements, specifically including any regulations regarding exporting items outside the United States.

#### Copyright and Trademark Information

All Services included or available on Whole-Lots.com, including site design, text, graphics, interfaces, and the selection and arrangements thereof is owned or licensed by Whole-Lots, Inc, with all rights reserved, or is the property of third parties protected by intellectual property rights. Any use of materials on the web site, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Whole-Lots is strictly prohibited. You agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Whole-Lots.

#### Intellectual Property Rights and Notices

Except for the licenses granted herein, you have no right, title or interest in or to Whole-Lots.com. You agree that Whole-Lots or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to Whole-Lots.com.

Whole-Lots.com, and any associated logos, site graphics, look and feel, etc. are either trademarks, service marks or registered trademarks of Whole-Lots, Inc. or its licensors, and may not be copied, imitated, or used, in whole or in part, without Whole-Lot’s prior written permission or that of our suppliers or licensors. Other product and company names may be trade or service marks of their respective owners.

Whole-Lots may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in its Site(s) that are part of Whole-Lots.com. Unless we have granted you licenses to our intellectual property, our providing you with Whole-Lots.com does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

#### Notices and Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please contact Info@Whole-Lots.com and provide the written information specified below:

* + An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
	+ A description of the copyrighted work that you claim has been infringed upon;
	+ A description of where the material that you claim is infringing is located on the Site;
	+ Your address, telephone number, and e-mail address;
	+ A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
	+ A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Whole-Lots designates as its agent for receipt of notifications of claimed copyright infringement at Whole-Lots.com

#### Other Terms

If any provision of these Terms of Service shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that these Terms of Service and any other agreements referenced herein may be assigned by Whole-Lots in our sole discretion, to a third party in the event of a merger or acquisition. These Terms of Service shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a user. You agree that by accepting these Terms of Service, you are consenting to the use and disclosure of your personally identifiable information and other practices described in our Privacy Notice.

#### Privacy

Whole-Lots has established a Privacy Notice to explain to you how your information is collected and used, which you can read at [https://Whole-Lots.com/privacy-notice/](https://bulq.com/privacy-notice/). Your use of Whole-Lots.com signifies acknowledgment of and agreement to the Whole-Lots.com Privacy Notice. You further acknowledge and agree that Whole-Lots may disclose your personal information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process, to enforce these terms and conditions, or, in its sole discretion, to protect the rights, property, or personal safety of Whole-Lots, its employees, users and third parties, and the public, or as otherwise described in the Privacy Notice.

#### Electronic Delivery/Notice Notice And Your Consent

By using Whole-Lots.com, you consent to receive from Whole-Lots all communications including notices, agreements, legally required disclosures or other information in connection with Whole-Lots.com (collectively, "Contract Notices") electronically. Whole-Lots may provide such electronic Contract Notices by posting them on Whole-Lots.com.

No failure or delay by Whole-Lots in exercising any right or privilege under these Terms of Service will operate as a waiver thereof, nor will any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under these Terms of Service. If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

#### Entire Agreement – Use of Whole-Lots.com

These Terms of Service and the Whole-Lots.com Privacy Notice sets forth the entire agreement and understanding between Whole-Lots and you with respect to the use of Whole-Lots.com, and, supersedes and merges any and all prior oral or contemporaneous agreements, discussions and understandings between the parties, and neither of the parties will be bound by any conditions, inducements or representations other than as expressly provided. Product purchases are governed by these Terms of Service, the Whole-Lots.com Privacy Notice, and the Whole-Lots.com Master Purchase Agreement, which must be signed by you prior to making purchases.

TERMS OF PURCHASE

This agreement describes the relationship between Whole-Lots and partners Farnsworth, Boulter, Burke & Stamper LLC., owners and operators of Whole-Lots.com and the buyer identified below (**"Buyer" or "You"**) and applies to your purchase of goods or services from whole-Lots and its associated website and/or services, located at <http://www.whole-lots.com>. Your use of Whole-Lots.com accepts these terms and conditions, as well as the Whole-Lots.com Terms of Service, and Privacy Notice located on the Whole-Lots.com website (collectively, the **"Agreement"**). This Agreement, including the attached terms, will become effective on your first access of the Whole-Lots.com website (the "Effective Date").

1. **General.** This Agreement applies to all sales of goods from us to you, and supersedes all other terms and conditions, including any standard or pre-printed terms provided to us by you, including any terms provided on any purchase order. Non-negotiated terms such as these will have no effect, and Whole-Lot’s acceptance of a given purchase order shall not obligate Whole-Lots to accept any such non-negotiated terms or conditions. Absent a written modification signed by both parties, these and only these terms and conditions shall apply.
2. **Sales and Payment Process**
	1. Product Condition. Products are in various conditions. The condition of each lot will be noted on its lot listing. Lot conditions are defined as follows:
		1. **Brand New**: Functionality: Fully functional. Retail-ready. Possesses all manufacturer advertised features. Appearance: Items have never been opened. Packaging: Ships in original retail packaging. Packaging may show signs of wear.
		2. **Like New**: Functionality: Fully functional. Retail ready. Appearance: Most items look and feel new, some may show cosmetic defects or signs of age. Packaging: May or may not ship in original retail packaging. May show signs of wear.
		3. **Uninspected Returns**: Functionality: Most items are in fine working order although some are not fully functional. Will not always come with manuals and/or supplementary accessories. Appearance: May show cosmetic defects. Packaging: Most ship in original retail packaging. May show signs of wear.
		4. **Scratch and Dent**: May possess defects impacting functionality. Most will not come with manuals and/or supplementary accessories such as batteries and chargers. See condition notes for details. Appearance may show cosmetic defects. Packaging may ship in non-retail packaging.
		5. **Salvage**: Non-functional. These items either need repair or can only be used for parts. Most will not come with manuals and/or supplementary accessories such as batteries and chargers. See condition notes for details. Appearance: Substantial cosmetic defects. May or may not ship in non-retail packaging.
	2. **Conditions of Sale**; Payment. In consideration for your agreement to these terms and conditions, payment of the sale price of your order, shipping charges, plus applicable taxes, Whole-Lots hereby agrees to sell you products pursuant to this Agreement. Nothing in these Terms of Purchase obligates Whole-Lots to sell products to you.
	3. **Purchase Cancelation**. We reserve the right, at our sole discretion, to cancel any purchase for any reason. Reasons for why your purchase may be canceled include but are not limited to: inaccuracies in lot listings, prior sales, or issues identified by Whole-Lot’s fraud and risk management team. In the event that a purchase is cancelled, you will be notified by email, and the purchase price will be refunded. Buyers may not cancel any purchase once Whole-Lots has received your funds.
	4. **Payment Term Changes**. Whole-Lots may revisit payment terms and conditions in its sole and absolute discretion. Any change in payments will not affect sales initiated prior to the date that the change has been made by Whole-Lots.
	5. **Taxes**. In the event any taxes are assessed based upon this Agreement, or any purchases you make under this Agreement, other than corporate franchise taxes, property, and taxes based on Whole-Lot’s income, this amount shall be added to your payment price. You agree to pay any such taxes within thirty (30) days of notice by Whole-Lots. If you are located in Maryland, the District of Columbia, or Tennessee, you will be required to pay sales tax until you provide a valid resale certificate to Whole-Lots.
3. **Acceptance of Products**
	1. **Title; Risk of Loss.** Title to Products will remain with Whole-Lots until we tender the products to our shipper. You expressly acknowledge that the risk of loss and liability for the products shall pass to you upon product shipment. You acknowledge and agree that you shall have no right to refuse or return the products after Whole-Lots has accepted your payment. If you fail to accept the delivery of such products and they are returned to us, Whole-Lots may re-initiate a new shipment at your sole risk and expense, and/or bill you for any and all restocking fees and shipping costs in its sole discretion. No refunds will be issued for orders refused at delivery or for failure to schedule delivery with our third-party freight carrier.
	2. **Shipment, Missing Inventory**. If the number of lots received upon delivery does not match the number listed on the manifest, you must contact us within 24 hours at Info@Whole-Lots.com or at 1-303-668-0515. If you ordered a pallet, please document any discrepancies on the bill of lading, as well.
	3. **Shipment, Damages & Tampering**. If there is visible damage or the shipping seal has been broken on the lot, please contact us within 24 hours at Info@Whole-Lots.com or This agreement describes the relationship between whole-Lots, owners and operators of Whole-Lots and the buyer identified below (**"Buyer" or "You"**) and applies to your purchase of goods or services from Whole-Lots and its associated website and/or services, located at <http://www.whole-lots.com>. Your use of Whole-Lots.com accepts these terms and conditions, as well as the whole-Lots.com Terms of Service, and Privacy Notice located on the Whole-Lots.com website (collectively, the **"Agreement"**). This Agreement, including the attached terms, will become effective on your first access of the Whole-Lots.com website (the "Effective Date").
4. **Disputes**
	1. General. You shall have 5 business days from date of delivery to inspect the shipment for any quantity or condition discrepancies. If there is a difference in the stated quantity and/or composition of the lot greater **than** 2% of what was estimated by Whole-Lots, please email info@whole-lots.com or call 1-303-668-0515 to file a claim. Following the 5-business day period from the delivery date, you waive any right to file a dispute claim. Once a dispute claim is filed, we will conduct our own investigation and work with you to come to a resolution. Whole-Lot’s decisions regarding disputes shall be made in good faith, and shall be final.
	2. Credit Card Chargebacks. If you dispute a charge to your credit card that Whole-Lots, in its sole and absolute discretion, believes was a valid charge, you shall be liable for any and all of Whole-Lot’s costs. Whole-Lots will work with you in a courteous and professional manner to resolve legitimate disputes, however, you agree that whole-Lots has the unequivocal right to recover our fees and costs from any unauthorized chargebacks. Further, Whole-Lots may choose to reject any further business from you or your company.
5. **Returns.** Unless otherwise provided in writing, Whole-Lots offers no returns or exchanges on any of the product we sell.
6. **Privacy and Confidentiality.** Due to their respective relationship, Buyer and Whole-Lots may have access to certain information pertaining to their respective businesses that is confidential. Each party will take reasonable precautions and care to keep such information confidential. If a receiving party is required by the order of any court of competent jurisdiction or by some other required law or legal process to disclose confidential information about the disclosing party, the receiving party shall, if permitted by law, inform the disclosing party prior to the disclosure so that the disclosing party may have the opportunity to contest the order or seek other forms of protective action.
7. **Data Privacy and Security.** By purchasing from BULQ, you agree to overwrite and/or destroy, to a standard meeting or exceeding the standards provided in NIST Special Publication 800-88 Revision 1 (or subsequent NIST data sanitation guidelines), and all data that may reside or be contained in any device that you have purchased, prior to your use or resale of that device. **BUYER SHALL SPECIFICALLY DEFEND, INDEMNIFY AND HOLD WHOLE-LOTS HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND DAMAGES OF ANY KIND RESULTING FROM BUYER’S BREACH OF THIS SECTION. THIS PROVISION APPLIES REGARDLESS OF THE STATE OF FUNCTIONALITY OF THE DEVICE(S).** You agree further that your data may be transported across international lines, and stored in the United States.
8. **Representations and Indemnity.** IN ADDITION TO REPRESENTATIONS AND INDEMNIFICATIONS IN THE WHOLE-LOTS.COM TERMS OF SERVICE, YOU FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD WHOLE-LOTS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS ARISING OR RESULTING FROM YOUR PURCHASES FROM OR USE OF THE BULQ.COM WEBSITE, OR CLAIMS OR DEMANDS FROM ANY END USER OR PURCHASER OF ANY PRODUCTS.
9. **Disclaimer of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS SOLD AND SERVICES PERFORMED BY WHOLE-LOTS ARE PROVIDED "AS IS," AND WHOLE-LOTS DISCLAIMS ANY AND ALL OTHER PROMISES, CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY.
10. **Term.** The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year thereafter, unless earlier terminated in accordance with this Section, and will automatically renew for successive one (1) year terms, unless either party provides notice of its desire not to renew at least ninety (90) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the **"Term"**). Whole-Lots may terminate this Agreement for convenience any time by providing notification to you.
11. **Force Majeure.** Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party’s reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than ninety (90) days, the other party may terminate this Agreement upon thirty (30) days’ notice.
12. **Assignment; Delegation**. You shall not assign any of the rights or delegate any of your duties under this Agreement without the express, prior written consent of Whole-Lots. Any assignment or other transfer in violation of this Section shall be void.
13. **Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.
14. **No Third-Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether expressed or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
15. **Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.
16. **Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.
17. Order of Precedence. In the case of any contradictory terms between this Master Purchase Agreement, the Whole-Lots.com Terms of Service, or the Whole-Lots.com Privacy Notice, they shall be resolved in the following order:
	1. This Master Purchase Agreement
	2. Whole-Lots.com Terms of Service
	3. Whole-Lots.com Privacy Notice