

Terms & Conditions

These terms of service are entered into by and between you and FLESHER INC, LLC dba Sage Findz and/or Sage Findz (“Sage Findz,” “we,” “us” or “our”). The following terms of service, together with any documents they expressly incorporate by reference (collectively, “Terms of Service”), govern your access to and use of www.sagefindz.com, its related sites, services, applications, mobile applications, domain names, content, functionality, downloads, associated features, tools, auction services, buy now services, and other online services controlled or operated by Sage Findz (collectively, the “Services”), whether as a buyer, seller, guest, registered user or user that otherwise accesses the Services (collectively, “Users”). These Terms of Service are in addition to the terms or conditions of any other written executed agreement (an “Additional Agreement”) you may have with us. In the event of a conflict between these Terms of Service and the Additional Agreement, these Terms of Service will apply unless expressly set forth otherwise in the Additional Agreement.

Please read the Terms of Service carefully before you start to use the Services. BY USING THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE AND OUR PRIVACY POLICY, FOUND AT WWW.SAGEFINDZ.COM/PRIVACY, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF SERVICE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SERVICES. These Terms of Service are effective upon acceptance by new Users and from the Last Updated date first set forth above for existing Users. The previous terms and conditions of use of the Services are hereby amended, replaced and superseded in their entirety by these Terms of Service. You are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

PLEASE BE ADVISED THAT THESE TERMS OF SERVICE CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. THESE TERMS OF SERVICE CONTAIN AN AGREEMENT BY YOU TO ARBITRATE ANY CLAIMS, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US OR OUR AGENTS TO BINDING AND FINAL ARBITRATION WHEREBY (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US OR OUR AGENTS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1. ELIGIBILITY TO USE THE SERVICES

You may not use or access the Services if you (a) do not agree to these terms, (b) are not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract, or (c) are prohibited from accessing or using the Services by applicable law.

While using the Services, you agree that you will not:

Use the Services if you have been previously suspended or removed from the Services or engaged in any activity that could result in suspension or removal from the Services;

Directly or indirectly manipulate the price of any Item or interfere with any other User's offerings;

Circumvent or manipulate our fee structure, the billing process, any fees owed to Sage Findz or any third party, or any technical measures we use to provide the Services;

Remove or modify any proprietary notices or labels on the Services or otherwise make any derivative uses of the Services;

Post, list or upload content or Items in inappropriate categories or areas on the Services;

Fail to deliver payment for Items purchased by you and associated fees or shipping costs;

Fail to deliver Items sold by you;

Post false, inaccurate, misleading, deceptive, defamatory, or libelous content;

Transfer or share your account and bidder number with a third party without the prior written consent of an authorized representative of Sage Findz;

Create accounts that misrepresent your identity or use the personal information of others;

Use any robot, spider, scraper, data mining tools, data gathering and extraction tools automated means to access or use the Services;

Access or attempt to access data not intended for you or log into a server or account which you are not authorized to access;

Take any action or use the Services in any manner that would interfere with, disrupt or inhibit Users from fully enjoying the Services or that could damage, disable, overburden or impair the functionality of the Services or otherwise interfere with the working of the Services, or impose an unreasonable or disproportionately large load on our infrastructure;

Breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;

Conduct fraudulent activities;

Infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Sage Findz. Some, but not all, actions that may constitute infringement are reproducing, performing,

displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Sage Findz or someone else;

Infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;

Harvest or otherwise collect information about Users without their consent and the prior written consent of an authorized representative of Sage Findz;

Use any manual process to monitor or copy any of the material or data on the Services, or for any other purpose not expressly authorized in these Terms of Service, without the prior written consent of an authorized representative of Sage Findz;

Use any device, software, or routine that interferes with the proper working of the Services;

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, any server on which the Services are stored, or any server, computer, or database connected to the Services;

Attack the Services via a denial-of-service attack or a distributed denial-of-service attack;

Violate any laws, regulations, governmental orders, or industry standards or guidance in any applicable jurisdiction;

Bid on or purchase any Items that may be sold only to persons at least twenty-one (21) years old if you are under the age of twenty-one (21) years old; or

Otherwise attempt to interfere with the proper working of the Services.

If we believe you are abusing the Services in any way, whether specifically listed above or not, we may, in our sole discretion, without notice and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to the Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using the Services. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to all or certain Users.

2. REGISTRATION AND ACCOUNT INFORMATION

You are solely responsible for your conduct while accessing or using the Services, including all bids, purchases and sales made on your account. The personal data collected by us is governed by our Privacy Policy, found at www.sagefindz.com/privacy

. You are responsible for maintaining the confidentiality of your password and account and will be fully responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized access or use of your account or any other breach of account security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Sage Findz will not be liable for any loss or damage arising from your failure to comply with this Section.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue access to the Services. Additionally, we reserve the right to refuse or terminate all or part of the Services to anyone for any reason at our sole discretion.

3. ITEMS AND DESCRIPTIONS

Auction Items. Sage Findz is a listing, information and auction website that brings together buyers and sellers. Items for sale on the Services are referred to herein as “Auction Items.” Most Auction Items for sale on the Services are not owned by Sage Findz, but instead are delivered to Sage Findz during the auction period and are sold to buyers by sellers using the Services. By using the Services or otherwise allowing Sage Findz to list Auction Items on the Services, sellers agree to and are bound by these Terms of Service, including the Auction Agreement. For Auction Items, Sage Findz will assist sellers in preparing a listing on the Site. Some Auction Items for sale on the Services may be owned and sold by Sage Findz (such Auction Items being “Sage Findz-Owned Auction Items”). You may inquire as to whether a particular Auction Item is a Sage Findz-Owned Auction Item by submitting a request for such information at the following link: <https://support.sagefindz.com/s/contact>

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Buy Now Items. Sage Findz also serves as a marketplace and electronic commerce site that connects buyers with sellers. Items available for immediate purchase on the Services are referred to herein as “Buy Now Items” (the Buy Now Items, together with the Auction Items, are referred to herein collectively as the “Items”). Unlike Auction Items, Buy Now Items are typically offered at a fixed price, and transactions can be completed without the need to participate in an auction. Sellers providing Buy Now Items through the Services agree to and are bound by these Terms of Service and the Customer Agreement. For Buy Now Items, Sage Findz will assist sellers in creating a product listing on the Site. Some Buy Now Items offered on the Services may be owned and sold directly by Sage Findz (such Buy Now Items being “Sage Findz-Owned Buy Now Items” and together with the Sage Findz-Owned Auction Items, the “Sage Findz-Owned Items”). Customers interested in determining whether a specific Buy Now Item is a Sage Findz-Owned Buy Now Item may submit a request for such information at the following link: <https://support.sagefindz.com/s/contact>

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SAGE FINDZ IS NOT A BROKER OR DEALER AND, EXCEPT FOR THE SAGE FINDZ-OWNED ITEMS, SAGE FINDZ DOES NOT SELL, EXCHANGE, BUY, OR OFFER FOR SALE, NEGOTIATE OR ATTEMPT TO NEGOTIATE, A SALE OR EXCHANGE OF AN INTEREST IN ANY ITEM LISTED FOR SALE ON OUR SERVICE. EXCEPT FOR THE SAGE FINDZ-OWNED ITEMS, SAGE FINDZ DOES NOT MAINTAIN TITLE FOR ANY ITEM LISTED FOR SALE ON THE SERVICES. AND TITLE PASSES TO BUYER IMMEDIATELY UPON SELLER NO LONGER HOLDING TITLE.

Item Descriptions. You are aware that, unless otherwise stated, the Items are not new nor in perfect condition, may have patent and/or latent defects (including those beyond ordinary wear and tear), may require touch-up or repairs prior to use, and the available information about these Items may be limited. Sage Findz will not list every flaw associated with each Item. In the case of obvious faults (chips, cracks, significant damage, etc.), if Sage Findz is aware of such a fault, it will take reasonable measures to list the fault within the photos and/or description. Sage Findz will provide descriptions based on its assessment of an Item, as well as information provided to Sage Findz by the seller of the Item. However, Users should not assume that our assessment of condition will be the same as your assessment, or that the information provided by a seller upon which Sage Findz relies is accurate. All descriptions of Items sold on the Services are for the sole purpose of identifying such Items, and no description of Items has been made a part of the basis of the bargain or has created any express warranty that Items would conform to any description made by Sage Findz or the seller of such Item. Color variations can be expected in any electronic or printed imaging, and are not grounds for the return of any Item. It is your responsibility to read and review all descriptions and images of an Item before bidding or purchasing a Buy Now Item and to engage subject matter experts where appropriate to determine the reliability of any description. Any brands of Items identified on or through the Services: (i) are not involved in the authentication of the Items being sold through the Services, and (ii) do not assume responsibility for any Items purchased from or through the Services. Brands of Items sold on or through the Service are not partners or affiliates of Sage Findz in any manner.

4. AUCTION PROCESS AND BIDDING

Sales Format. All Auction Items sold through the Services are sold using an auction process where all bids must be placed online through the Services. Absentee bidding or bidding outside of the online platforms provided through the Services is not allowed. Unless otherwise explicitly stated in the auction or Auction Item description, all sales are conducted without reserve by the seller. Unless otherwise explicitly stated by Sage Findz in writing, the auction of Auction Items through the Services is conducted according to the following guidelines: (i) the Auction Item is sold to the highest bidder without reserve; (ii) the auction does not require a minimum bid; (iii) the auction does not require competing bids of any type by the seller or an agent of the seller; and (iv) the seller of the Auction Item cannot withdraw the Auction Item from auction after the auction is opened and there is public solicitation for bids; provided, however, that Sage Findz reserves the right to withdraw any Auction Item from the Services or to amend any content on

the Services at any time in its sole discretion. Sage Findz will not be liable to Users or any third party for any withdrawn Auction Item, amendment to any content on the Services, or denial or unavailability of any access to the Services.

Extension and Close of Internet Bidding. At the scheduled date and online sale closing period of a sale, Auction Items will begin to close at a predetermined number of Auction Items per minute. All online sales may be subject to our automatic extension system defined as follows: if an Auction Item receives a bid with less than five (5) minutes remaining until closing, the close time will be reset to five (5) minutes from the time the bid is placed and will continue to reset to five (5) minutes with each newly placed bid. The Auction Item will not close until five (5) minutes have elapsed with no additional bid activity.

Placing a Bid. You agree and acknowledge that, in exchange for valuable consideration (including but not limited to the rights to use the Services and participate in the online auction), all bids placed by you are irrevocable offers to purchase an Auction Item that may not be withdrawn by you at any time prior to the close of the auction. You expressly agree that, due to the irrevocable nature of the bids, any cancellation or correction of a bid by Sage Findz may result in a previous bid being the highest current bid subject to acceptance at the close of the auction. By placing a bid, you expressly agree that if you are the winning bidder you will pay for your Auction Item and agree to any additional handling, storage, and shipping fees applicable for shipped Items. It is your responsibility to read the full Auction Item listing and to understand the pickup and delivery options and costs for each Auction Item before you place your bid. All bids are shown in US dollars and all taxes, shipping, and handling charges are additional. If you cannot pay for the Auction Items or agree to the shipping terms and costs, please do not bid on the Auction Items. Notwithstanding the foregoing, for motor vehicles, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the motor vehicle and does not create a formal contract with Sage Findz nor between the buyer and the seller.

Current and Auto Bids. When submitting a bid, you must raise the bid by a minimum established increment. Bid increments can be found here. You may elect to raise the bid by more than the required current by entering a higher bid in the "Your Bid" box. If you enter a higher current bid and your bid is the winning bid, you agree to be bound to your bid amount, regardless of any other previous bids. You may also elect to enter a proxy bid in the "Auto Bid" box. If you enter an auto bid, the system will automatically raise your bid by the specified increments if you are subsequently outbid, up to your designated auto bid amount (an "Auto Bid"). Auto Bids are not disclosed. All bids, including Auto Bids, do not include any taxes or shipping, storage, or handling fees.

Increasing Your Own Bid. The system will permit you to raise your own bid by rebidding on the same Auction Item. This is to permit you to raise the price of an Auction Item out of the reach of other bidders. If you rebid on an Auction Item, your new bid is binding. If you are the current high bidder and want to increase your Auto Bid without increasing the current bid, you must use the "Edit Your Bid" function.

Bid Correction/Retraction. As stated above, all bids represent irrevocable offers to purchase that may not be withdrawn prior to the close of the auction. It is your sole responsibility not to submit erroneous bids. In the event that you submit an erroneous bid more than twenty-four (24) hours before the scheduled close of a sale, you may request a correction through our Contact Form here. Bid corrections are at the sole discretion of Sage Findz. Bid correction requests will become part of your user history and are subject to review. Under no circumstances will a bid correction request be honored in the final twenty-four (24) hours of a sale. Notwithstanding any of the foregoing, Sage Findz reserves the right to cancel any bid at any time if, in our sole discretion, we determine an error was made.

5. BUY NOW PROCESS

Sales Format. Items available for immediate purchase on the Services are offered as Buy Now Items, allowing buyers to purchase such Items at a fixed price without the need for auction participation. Transactions for Buy Now Items are facilitated online through the Services, ensuring a straightforward and secure purchasing process. When making a purchase through our “Buy Now” option, you agree that the purchase is binding upon you, such that you are committed to purchasing the Items listed in your order. All Buy Now Item sales are final upon transaction completion, providing a seamless and efficient buying experience.

Purchase and Checkout. Buy Now Items can be purchased at any time before the sale closure or until stock lasts. The purchase process is designed to be simple and direct, with buyers able to complete transactions using the online platforms provided through the Services.

Immediate Payment. Upon selecting a Buy Now Item, you are committed to its immediate purchase, requiring payment at the time of transaction. This commitment ensures the availability and reservation of the Buy Now Item for you, excluding other potential buyers. When you purchase a Buy Now Item, your selected payment method will be charged in full for the list price of the Item as well as any applicable services, fees, and taxes. Should the payment be declined, the Item may be put back up for sale immediately.

Pricing and Fees. The price for Buy Now Items is fixed and listed on the Item’s description page. All prices are in U.S. dollars, and any applicable taxes, shipping, handling, and other fees are additional and will be clearly communicated during the checkout process.

Item Availability. Buy Now Items are subject to availability and are offered on a first-come, first-served basis. Sage Findz reserves the right to amend the availability or description of any Buy Now Item at any time at its sole discretion.

Buyer Responsibilities. By selecting a Buy Now Item, you agree to complete the purchase in accordance with the listed price and any additional fees. Failure to adhere to these commitments may result in cancellation of the purchase, potential restrictions on future use of the Services, and/or other remedies as outlined in the Terms of Service.

Contact and Support. For any inquiries or support needed during the Buy Now purchase process, buyers are encouraged to use the Contact Form provided on the Services and linked here

. Our team is available to assist with any questions or issues that may arise.

No Unlawful Purchases. You represent and warrant that your purchase of Buy Now Items is for personal or household use only and not for resale or export in violation of any laws.

6. PAYMENT

Maintenance of Payment Information. Upon registration, Sage Findz requires Users to maintain valid and updated payment information on file. In cases of winning a bid or purchasing a Buy Now Item not requiring certified funds, you irrevocably authorize Sage Findz to charge the registered payment method for the total purchase price, including but not limited to any applicable taxes, shipping, storage, handling, and restocking fees. This provision excludes titled vehicles and Items explicitly noted as requiring payment via certified funds, which require different payment procedures as outlined below. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes. Sage Findz reserves the right, in its sole and absolute discretion, to cancel listings, purchases, or bids or suspend Services privileges of any User not maintaining valid payment information.

Payment Forms Accepted. Sage Findz accepts various forms of payment, including credit and debit cards, for invoice amounts up to a specified threshold, digital check, and/or valid gift cards (as applicable). For security and processing efficiency, higher-value transactions may require payment through certified means. All Auction Item invoices under five thousand dollars (\$5,000) that are shipped must be paid with a digital check, credit card, and/or valid gift card (if applicable). Auction Item purchases of five thousand dollars (\$5,000) or more must be paid via cashier's check or wire. Notwithstanding the foregoing, in the event Sage Findz accepts an alternate payment method in its sole discretion and said payment method has been transacted, cashed, and cleared as applicable, such acceptance and completion of the payment method will constitute a valid waiver of the preceding term of this section by Sage Findz only for that transaction and shall not be deemed a waiver of this section for any other transaction.

Payment Terms. Notwithstanding any of the foregoing, you acknowledge and agree to the following:

Items \$5,000 and Over. Any bid on an Item that results in a total amount due of \$5,000 or more (inclusive of the sale price of the Item as well as any applicable taxes, fees, and shipping) will result in an immediate charge of 10% of the balance due, not to exceed \$5,000, as a non-refundable deposit (the "Deposit") utilizing the selected payment method, with the remainder due via cashier's check or wire within seven (7) days of the Item purchase. Failure to

pay the remaining balance may, at the sole discretion of Sage Findz, result in the forfeiture of the Item but will not entitle you to a refund of the Deposit. By selecting the Buy Now option, you agree that any Deposits charged are non-refundable.

Items \$4999 and Under. Any bid placed resulting in an Item won equal to \$9,999 or less (inclusive of the sale price of the Item, as well as any applicable taxes, fees, and shipping) will be charged in full to the selected payment method at the time of bidding or Buy Now. The remaining invoice balance will be due via cashier's check or wire within seven (7) days of the Item win or purchase.

Sales Tax. All sales are subject to appropriate state sales and use tax laws, including any state sales tax laws applicable to the seller, which shall be paid by the buyer. Tax-exempt buyers must provide the appropriate state sales tax exemption certificate prior to the end of the sale. Upon acceptance and validation of such information by Sage Findz, your future purchases will not be taxed, provided that you are still eligible for tax exemption. You may be required to update certificates on file periodically as deemed necessary by Sage Findz. Sage Findz requires a sales tax exemption certificate for each state in which an exemption is claimed.

Failure to Pay. If your payment method fails or your account is otherwise past due, we may collect amounts owed by charging other payment methods on file with us and/or retain collection agencies and legal counsel to collect such fees at your additional cost and expense. In addition, late fees will accrue interest at 1.5% per month, or such lower rate that is the maximum amount permitted by applicable law. Sage Findz, in its sole discretion and without notice, may cause any Items not paid for in accordance with the Terms of Service within seven (7) days of the sale closing (or upon a later applicable payment due date as may be provided herein) to be deemed forfeited by the buyer and Sage Findz may, in its sole discretion but subject to the terms of the Auction Agreement, if applicable, resell or dispose of such Items or donate the Items to a charity of Sage Findz's choosing; provided that such buyer shall remain liable to Sage Findz to pay (i) Sage Findz's fees on the Item and any other damages pertaining to the Item (including lost commissions in the event of resale or donation) and (ii) any moving or disposal charges, restocking fees, storage fees, and any other costs incurred by Sage Findz in attempting to collect payment. Alternatively, in lieu of the charges in (i) and (ii) above, Sage Findz, at its sole option, may, as a reasonable estimate of its damages suffered as a result of such non-payment and not as a penalty, charge a 20% fee based on the value of the Item purchased.

In either case, Sage Findz may, and you expressly authorize Sage Findz to, charge all payment methods on file with respect to such costs and/or offset the amount of its claim against any monies owing to you or secure its claim against any of your Items or property held by Sage Findz. In no instance shall any deposit charged by Sage Findz be considered refundable, and your placement of a bid on an Item that requires a deposit is your acknowledgment that, should you choose or become unable to pay the remaining balance, Sage Findz is entitled to retain the deposit amount in full.

Gift Cards and Promotions. Subject to the terms and conditions of the applicable gift card or promotional discount, Sage Findz may accept payment via gift card or gift certificate and may discount invoices in accordance with certain promotions from time to time.

Questions. Winning bidders of Auction Items or purchasers of Buy Now Items with questions regarding payment should submit a question via our Contact Form

7. FULFILLMENT AND SHIPPING

Pick-Up. Buyers are responsible for reviewing pickup instructions for each Item prior to bidding or purchase. Certain Items may be eligible for in-person pickup at a designated Sage Findz location, subject to availability and scheduling restrictions. You must schedule pickup appointments through the Services and comply with all pickup timeframes, identification requirements, and loading policies. Failure to pick up an Item within the specified window may result in storage fees, disposal, or forfeiture without refund.

Shipping Services. For Items eligible for shipment, Sage Findz offers packing and shipping options through approved carriers. Shipping costs, handling fees, and insurance coverage (if applicable) will be displayed or otherwise communicated during checkout. Unless expressly stated, all Items are shipped FOB Origin, meaning ownership and risk of loss pass to you upon Sage Findz's tender of the Item to the carrier. Delivery times are estimates only and not guaranteed.

Storage. If you fail to retrieve your purchased Item within the allotted pickup window or fail to provide accurate shipping information, Sage Findz may, at its discretion, store the Item and charge reasonable storage fees. Storage fees begin accruing the day after the designated pickup deadline. After thirty (30) days of non-retrieval, Items may be deemed abandoned and disposed of or resold by Sage Findz, with no obligation to refund any portion of your payment.

Third-Party Shippers. You may choose to use your own third-party shipper to transport an Item after purchase, provided the shipper meets Sage Findz's insurance and scheduling requirements. Any damage or loss that occurs once an Item leaves Sage Findz's possession is solely your responsibility.

International Shipping. International shipping availability may vary. Buyers are responsible for all customs duties, tariffs, import taxes, and compliance with all import/export laws and regulations. Sage Findz makes no representation regarding the permissibility of importing or exporting any Item.

8. RETURNS, REFUNDS, AND CANCELLATIONS

All Sales Final. Unless otherwise expressly stated in writing by Sage Findz, all sales are final. You acknowledge and agree that once an Item is won or purchased via Buy Now, it cannot be returned, canceled, or refunded.

Condition of Items. All Auction and Buy Now Items are sold “as is,” “where is,” and “with all faults.” Descriptions, photographs, condition reports, and other information provided through the Services are for informational purposes only and may not include every condition issue or defect. By placing a bid or making a purchase, you acknowledge that you have had the opportunity to inspect or inquire about the Item’s condition to your satisfaction.

Exceptions. In limited circumstances, Sage Findz may, at its sole discretion, approve a return or refund if:

the wrong Item was shipped,

the Item was materially misrepresented, or

damage occurred during shipping caused by Sage Findz’s handling prior to carrier tender.

Any approved refunds will be issued in the original form of payment (or as credit) within a reasonable time. Shipping and handling charges are non-refundable.

Disputed Charges. You agree not to initiate a chargeback or payment dispute without first contacting Sage Findz to resolve the issue. Chargebacks made in violation of these Terms may result in immediate suspension of your account and legal recovery of the disputed amount, including associated costs.

9. ADDITIONAL USER OBLIGATIONS

Compliance with Laws. You agree to comply with all applicable federal, state, and local laws and regulations in connection with your use of the Services and your purchase, sale, transport, or use of any Item.

Prohibited Conduct. You agree not to:

use the Services to engage in fraudulent, deceptive, or unlawful activity;

interfere with or disrupt any servers, networks, or systems related to the Services;

attempt to gain unauthorized access to any portion of the Services;

use automated tools or scraping methods to collect data or place bids;

misrepresent your identity or affiliation; or

resell, distribute, or commercialize any portion of the Services without prior written consent from Sage Findz.

Account Security. You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account. Notify Sage Findz immediately if you suspect unauthorized access or use of your account.

Indemnification. You agree to indemnify, defend, and hold harmless Sage Findz, its affiliates, officers, employees, agents, successors, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) your use of the Services, (ii) your violation of these Terms, or (iii) your violation of any law or third-party right.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Disclaimer of Warranties.

THE SERVICES AND ALL ITEMS SOLD THROUGH SAGE FINDZ ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAGE FINDZ DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SAGE FINDZ, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH (I) YOUR ACCESS TO OR USE OF THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY; (III) ANY ITEM SOLD THROUGH THE SERVICES; OR (IV) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SAGE FINDZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL SAGE FINDZ'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS (\$100) OR (B) THE TOTAL AMOUNT YOU PAID TO SAGE FINDZ DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

14. LIMITATION OF LIABILITY; RELEASE

General Limitation of Liability. Under no circumstances shall Sage Findz, its affiliates, or agents be liable to you or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits, lost revenue, or diminution in value arising out of, relating to, or in connection with the Services, regardless of (a) foreseeability, (b) whether Sage Findz was advised of the possibility of such damages, or (c) the legal or equitable theory (contract, tort, or otherwise) on which any claim is based.

Our total maximum liability, for any reason and your sole and exclusive remedy, is limited to the greater of (a) the total fees paid to Sage Findz in the three (3) months prior to the action giving rise to liability or (b) \$100.

This limitation does not apply to (a) liability resulting from gross negligence or willful misconduct by Sage Findz, or (b) death or bodily injury resulting from Sage Findz's acts or omissions.

Auction and Buy Now Items Disclaimer. To the fullest extent permitted by law, Sage Findz shall not be liable for any loss or damage to Items, whether tendered, stored, or handled, or for any other property of Users, including damage or loss during shipping or transit, unless such loss or damage is reported to Sage Findz within seventy-two (72) hours of delivery and directly results from gross negligence or willful misconduct by Sage Findz. If the above limitations are unenforceable, Sage Findz's total aggregate liability for any Item shall not exceed the lesser of the Item's current market value or insured value, and in no case exceed \$100 per Item. Sage Findz is not responsible for breakage of glass, frames, or latent defects; such issues are not grounds for a return or purchase price reduction.

Release. In the event of a dispute with other Users, you release Sage Findz, its affiliates, subsidiaries, officers, directors, employees, and agents from all claims, demands, and damages, known or unknown, arising out of or related to such disputes. By entering into this release, you waive any statutory or other protections limiting coverage to claims you may know or suspect to exist at the time of release. You expressly waive provisions similar to Section 1542 of the California Civil Code regarding unknown claims.

15. LEGAL DISPUTES

Binding Arbitration. Please read carefully. By using the Services, you agree that disputes with Sage Findz, including disputes involving its agents or relating to your use of the Services, any previous Terms of Service, or items sold or purchased through the Services, shall first be addressed informally and then resolved through final and binding arbitration. You waive the right to a jury trial and to participate in any class action or representative action.

Expiration of Claims. Any claim or dispute must be initiated within 180 days after the event giving rise to the claim.

Governing Law. These Terms of Service are governed by the substantive laws of the State of Ohio, without regard to conflict-of-law rules, and shall be deemed based solely in Ohio. Arbitration, however, is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Amicable Resolution & Arbitration Process. You agree to contact Sage Findz at legal@sagefindz.com

(or by mail) to attempt informal resolution. If unresolved after 60 days, disputes will be submitted to binding arbitration administered by the American Arbitration Association in Hamilton County, Ohio, unless otherwise agreed. Arbitration will follow AAA Commercial Arbitration Rules and shall be final and binding, including awards of costs, fees, and attorneys' fees. Small claims disputes under \$2,000 may be pursued in small-claims court if you provide written notice within 60 days of the event.

Class Action & Jury Trial Waiver. All disputes must be pursued individually. You and Sage Findz waive the right to class arbitration, class actions, collective actions, or representative proceedings. Arbitrators may grant relief only to the individual seeking it, and any relief cannot affect other Users. Claims that cannot be arbitrated may be severed and brought in court; all other claims remain subject to arbitration.

Jurisdiction. If arbitration does not apply, disputes will be exclusively resolved in state or federal courts located in Orange County, CA Both parties consent to personal jurisdiction in these courts.

16. MOBILE DEVICE TERMS

General. Using the Sage Findz Mobile Application ("Application") confirms your agreement to these Terms of Service. The Application is for personal use only, and you must comply with all applicable laws and third-party agreements (e.g., wireless data plans). All rights, title, and interest in the Application are owned or licensed by Sage Findz. You may not modify, decompile, reverse-engineer, or remove any proprietary notices. The Application may not be exported to embargoed or prohibited countries or persons.

iOS – Apple. Apple is not responsible for the Application or its content. Usage must comply with the App Store Terms of Service. Apple is not liable for third-party claims, maintenance, or support. Apple and subsidiaries are third-party beneficiaries of these Mobile Device Terms.

Updates. Sage Findz may provide updates, including upgrades, bug fixes, or new features. You must promptly download and install updates; failure may affect proper operation. Updates are considered part of the Application and governed by these Terms of Service.

17. MISCELLANEOUS

Changes to Terms. Sage Findz may modify these Terms at any time; changes take effect when posted. Continued use of the Services constitutes acceptance of changes.

California Residents. Residents may contact the California Department of Consumer Affairs for complaints at 400 R Street, Sacramento, CA 95814, or (800) 952-5210.

Notices to You. Notices may be sent via email or posted on the Services and are effective upon delivery or posting. Keep contact information current.

Notices to Us. Contact legal@sagefindz.com (or mail) to provide notices to Sage Findz. Notices are effective upon receipt.

Independent Contractors. These Terms do not create agency, partnership, joint venture, or employee-employer relationships.

No Waiver. Waivers must be in writing and signed by an authorized representative. Failure to enforce any right does not waive future enforcement.

Cumulative Remedies. All remedies are cumulative, not exclusive.

Severability. Invalid or unenforceable provisions do not affect other provisions; courts may modify to reflect original intent.

Force Majeure. Sage Findz is not liable for failures or delays caused by events beyond its reasonable control, including natural disasters, pandemics, labor disputes, or technical failures.

Survival. Sections on Payment, Fulfillment & Fees, Disclaimer of Warranties, User Content, Indemnity, Limitation of Liability, Legal Disputes, Mobile Device Terms, and Miscellaneous survive termination.

Assignment. You may not assign rights or delegate obligations without prior written consent. Sage Findz may assign these Terms.

Entire Agreement. These Terms, Privacy Policy, and any additional agreements constitute the complete agreement between you and Sage Findz.

Trademarks. "Sage Findz" and related marks are trademarks of Sage Findz and may not be used without permission