

SELLMYBUSINESS.COM TERMS & CONDITIONS AND REFUND POLICY

Business Asset Listing Services

By listing your Business Assets other Related Item or Items ("Item") for sale or lease through SellMyBusiness.com, you acknowledge and agree that: (a) the item you list for sale or lease is in your possession or control; (b) you have the right to transfer the advertised item's title to the purchaser either directly or as an Agent for the actual seller; (c) you are willing to sell or lease the advertised item at the price and on any other terms specified in your listing; (d) you will purchase only one listing per unique item (or lot of items) and you will not advertise more than one item (or lot of items) in a single listing, either by including descriptions of multiple items (or multiple lots) in one listing or by subsequently updating the listing information to advertise different items (or lots); (e) upon selling, leasing or otherwise taking your item off the market, you will within 72 hours delete the listing for that item; (f) you will not use your listing to advertise or promote anything (including, without limitation, any product, service or business) other than one unique item offered for sale or lease; (g) except as provided in SellMyBusiness.com's current Refund Policy, you will owe SellMyBusiness.com for your listing, even if you fail to sell or lease your item or are dissatisfied with the listing service; (h) you will properly identify yourself as either an "Individual Seller" or a "Broker/Agent" (a "**Broker/Agent**" is any individual or entity: (1) whose primary income and livelihood is earned from the profession of being a broker/agent; (2) You have all required state/provincial or federal licenses required to perform your profession (if required) and they are current at the time you enter your listings on Sellmybusiness.com; (3) You have at least 5 unique properties to offer for sale on Sellmybusiness.com (No listings will be visible to buyers on Sellmybusiness.com until your 5 required listings are entered); (4) You are not a franchisor or franchisee representing the sale of your own franchise business or business assets. Anyone that does not meet the definition of a Broker/Agent is an "**Individual Seller**"); (i) if you placed a listing with a material error that cannot be corrected through the website listing tools, you will contact SellMyBusiness.com customer service within 10 days of your original listing date to inquire about making material changes to your listing (e.g., through a typographical error you listed the wrong property for sale) and SellMyBusiness.com shall determine, in its sole discretion, whether such changes will be permitted; (j) you will not use the SellMyBusiness.com site, including without limitation your listing, for any fraudulent, false, misleading or deceptive activity; (k) all content and information that you provide to SellMyBusiness.com is truthful, accurate and complete; (l) you have the full right, title and interest in and to all content, photos and other material that you provide to, or post on, SellMyBusiness.com; and (m) photos provided for the listing will only show the item listed for sale or lease and may not include under any circumstances people, animals, or other objects not part of the item. SellMyBusiness.com reserves the right, in its sole discretion, to remove any listing or photo, without notice and without liability or providing a refund, that does not meet the requirements of these Terms & Conditions, SellMyBusiness.com's website Conditions of Use, SellMyBusiness.com's policies, or if SellMyBusiness.com otherwise determines or believes, in SellMyBusiness.com's sole and exclusive discretion, that your listing or any photo or other content you upload is inappropriate for any legal, business, technical or other reason.

Definition of "Life Time" where ever it appears or applies on the SellMyBusiness.com website means a two year period of time starting the day a customer first posts a listing on SellMyBusiness.com.

Professional Service Provider Listing Services

By signing up as a Professional Service Provider through SellMyBusiness.com, you acknowledge and agree that: (a) that you are experienced and qualified to perform the professional service you selected; (b) that you have any State or Federal licensing required to perform the professional service you selected; (c) your organization will respond to any lead provided to your company within 5 business days; (d) if you placed a professional service listing with a material error that cannot be corrected through the website listing tools, you will contact SellMyBusiness.com customer service within 10 days of your original listing date to inquire about making material changes to your listing (e.g., through a typographical error you listed the wrong contact information) and SellMyBusiness.com shall determine, in its sole discretion, whether such changes will be permitted; (e) you will not use the SellMyBusiness.com site, including without limitation your professional service listing, for any fraudulent, false, misleading or deceptive activity; (f) all content and information that you provide to SellMyBusiness.com is truthful, accurate and complete. SellMyBusiness.com reserves the right, in its sole discretion, to remove any listing, without notice and without liability or providing a refund, that does not meet the requirements of these Terms & Conditions, SellMyBusiness.com's website Conditions of Use, SellMyBusiness.com's policies, or if SellMyBusiness.com otherwise determines or believes, in SellMyBusiness.com's sole and exclusive discretion, that your listing or other

content you upload is inappropriate for any legal, business, technical or other reason.

Other Customers/Visitors to the SellMyBusiness.com Website

By utilizing the SellMyBusiness.com website you acknowledge and agree that: (a) you or any other person from your organization will not intimidate or harass any other customer/visitor introduced by the SellMyBusiness.com website or by SellMyBusiness.com personnel; (b) you or your organization will respond to any lead provided to your company within 5 business days; (c) you or your organization will not use the SellMyBusiness.com website for any fraudulent, false, misleading or deceptive activity; and (d) you or your organization will not contact another SellMyBusiness.com customer/visitor under false pretenses and/or by using contact information that you know is incorrect and misleading at the time it is provided.

GENERAL LIMITATIONS. You are solely responsible for the information, content, and photos contained within your listings. Listings may not appear on the SellMyBusiness.com site for up to 72 hours. SELLMYBUSINESS.COM DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES TO YOU REGARDING THE LISTING SERVICE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES THAT YOU WILL SELL OR LEASE YOUR ITEM, OBTAIN AN ACCEPTABLE PRICE FOR YOUR ITEM, ONLY RECEIVE LEGITIMATE INQUIRIES OR SOLICITATIONS FROM QUALIFIED BUYERS, OR RECEIVE ANY INQUIRIES REGARDING YOUR ITEM FOR SALE.

SellMyBusiness.com reserves the right to, but is under no obligation to and does not assume any obligation to, review listings before and/or after they are posted to the SellMyBusiness.com site to confirm information relating to the advertiser and the advertised item and to investigate complaints and suspicious activity. If SellMyBusiness.com determines, in its sole and exclusive discretion, that you are engaging in any unfair, deceptive, false, misleading or fraudulent practices, SellMyBusiness.com reserves the right to reject or immediately remove your listing from the SellMyBusiness.com site without notice and without liability or providing a refund, as described above. SellMyBusiness.com reserves the right to modify or change these Terms & Conditions at any time.

SellMyBusiness.com Standard Refund Policy.

As a general matter, SellMyBusiness.com does not provide refunds for listings after a listing is purchased except under the following circumstances: (a) if it took longer than 72 hours for your listing to be posted to the SellMyBusiness.com site OR (b) if you mistakenly purchased (either through the SellMyBusiness.com site or through one of SellMyBusiness.com's affiliates) a duplicate listing for the same item and both appear on the SellMyBusiness.com site at the time of your request. In order to be eligible to receive a refund under these two circumstances, SellMyBusiness.com must receive your refund request in the manner described below within 5 calendar days of your purchase of a listing.

SellMyBusiness.com further reserves the right to make refunds at any time in connection with cases of fraud, abuse, and in other limited instances. SellMyBusiness.com does not provide refunds under any other circumstances. Notwithstanding anything in this policy to the contrary, SellMyBusiness.com reserves the right to finally determine in its sole discretion whether the criteria for a refund set forth in this policy have been satisfied and to request any additional information relevant to such request.

All refund requests must be in writing and include your name, address, e-mail address, ad ID, item description; the last 4 digits of the credit card used to purchase the listing, and the reasons you are requesting a refund. Please send all refund requests via email to Refunds@SellMyBusiness.com.

SellMyBusiness.com is not responsible for refund requests that are not timely received in accordance with this policy for any reason, including without limitation, Web congestion, addressing mistakes, computer or Internet downtime, or requests submitted by phone, postal mail, or any other manner not expressly provided for in this policy.

If you have any questions about this refund policy, please contact us via email at Refunds@SellMyBusiness.com. SellMyBusiness.com reserves the right to modify or change this Refund Policy at any time.