# Welcome to Auction Flex

Hello, and thanks for choosing **Auction Flex,** the powerful auction industry software solution.

This installation program will copy several files onto your system; you may have the option of changing the location of those files, and in what Startup group to place the shortcuts.

***Important note: The components that are installed by this program may not be shipped nor distributed; you may only use them for purposes of evaluation and testing (for those using the free trial) or for your personal licensed use (for customers). Technical support is available by email or by phone.***

By selecting “I accept” below, you indicate that you have read and will comply with the Auction Flex License agreement, shown below. If this is a problem, or you have questions about our License agreement, please contact the Auction Flex Team at the location listed below. If you do not agree with the terms of the agreement, please press “Cancel” to abort the installation.

Again, thanks, and we hope you enjoy using Auction Flex.

**402 VENTURES, LLC**

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**Auction Flex License and Media Warranty Agreement**

**YOU SHOULD CAREFULLY READ THIS AUCTION FLEX LICENSE AND MEDIA WARRANTY AGREEMENT’S TERMS AND CONDITIONS BEFORE USING THE AUCTION FLEX SOFTWARE AND/OR INFORMATION. USAGE INDICATES YOUR ACCEPTANCE OF THIS AUCTION FLEX LICENSE AND MEDIA WARRANTY AGREEMENT’S TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE AUCTION FLEX LICENSE AND MEDIA WARRANTY AGREEMENT’S TERMS AND CONDITIONS, YOU SHOULD DELETE ALL AUCTION FLEX SOFTWARE AND INFORMATION FROM YOUR SYSTEM(S).**

**“Agreement” shall mean this Auction Flex License and Media Warranty Agreement and Company’s Privacy Policy and Company’s Copyright and Terms of Use made available at the Websites from time to time and which are fully incorporated herein.**

**“Authorized User” shall mean** following individual persons authorized to use the Software pursuant to the license granted under this Agreement solely those individuals authorized to use the Software pursuant to the license granted under this Agreement, as set forth on <https://www.auctionflex.com/downloads/CloudAgreement-2.docx>

**“License” shall mean the license granted under Section 1 of this Agreement.**

**“Company” shall mean 402 Ventures, LLC (doing business as HiBid and Auction Flex), business address at 115 Canopy Street, Suite 101, Lincoln, NE 68508.**

**“Services” shall mean the Auction Flex software and information, including any free trials which may be made available from time to time.**

**“Websites” shall mean** [**http://www.auctionflex.com/**](http://www.auctionflex.com/)**.**

**SECTION 1: LICENSE**

Subject to your strict compliance with this Agreement, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Services solely in accordance with this Agreement, as installed on the equipment you provide and for your internal business purposes. Your rights under the License will automatically terminate without notice if you fail to comply with any term(s) of the Agreement, as amended from time to time by Company. Additionally, Company may terminate the License at any time for any reason without any liability to you.

**Section 2. Use Restrictions.**

You shall not, directly or indirectly:

(a) use the Services except as set forth in Section 1;

(b) copy the Services, in whole or in part;

(c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;

(d) remove or modify any copyright or version information contained within EXEs, DLLs, APPs, nor OCX/ActiveXs;

(e) combine the Services or any part thereof with, or incorporate the Services or any part thereof in, any other programs;

(f) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;

(g) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Services, including any copy thereof;

(h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Services or any features or functionality of the Services, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(i) use the Services in violation of any law, regulation, or rule; or

(j) use the Services or for purposes of competitive analysis of the Services, the development of a competing software product or service, or any other purpose that is to the Company's commercial disadvantage.

**SECTION 3: Collection and Use of Information.**

(a) Company may, directly or indirectly through the services of others, collect and store information regarding use of the Services and about equipment on which the Services is installed or through which it otherwise is accessed and used, by means of (i) providing the Services.

(b) You agree that the Company may use such information for any purpose related to any use of the Services by you, including but not limited to: (i) improving the performance of the Services or developing updates; and verifying compliance with the terms of this Agreement and enforcing Company's rights, including all intellectual property rights in and to the Services.

**SECTION 4:** **Responsibility for Use of Software.**

You are responsible and liable for all uses of the Services through access thereto you provide, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take required actions with respect to the Services by its Authorized Users or by any other Person to whom you or an Authorized User may provide access to or use of the Services, whether such access or use is permitted by or in violation of this Agreement.

**SECTION 5: DISCLAIMER**

The Services are provided on an “as is” and “as available” basis. Company expressly disclaims all warranties, representations and conditions, expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. Company does not warrant that the functions contained in the Services will meet your requirements or expectations and Company does not warrant the operation of the Services will be uninterrupted, timely, secure, error-free, free of viruses or other harmful components. Company does not warrant or make any representations regarding the use, correctness, accuracy, quality, reliability and the use of the Services, their results or related documents, information, material or other data. The entire risk as to the quality and performance of the Services is with you and you assume the entire cost of all necessary servicing, repair, and/or correction. Any advice or information, whether oral or written, obtained by you from Company through or from the Services shall not create any warranty, representation or condition, which is not already expressly stated in the Agreement.

Any documents, information, material, or other data downloaded or otherwise obtained through the use of the Services is done at your own discretion and your own risk and you will be solely responsible for any damages to your computer system or loss of data that results. Your receipt and/or use of any documents, information, material or other data by from the utilization of the Services is at your sole and absolute risk. Likewise, your provision and/or storage of any documents, information, material or other data from, by, through, or pursuant the Services is at your sole and absolute risk and it is solely your responsibility to back-up your data, images and other files to locations unrelated to the Services.

**SECTION 6: LIMITATION OF LIABILITY**

Under no circumstances shall Company be liable for any incidental, special, indirect or consequential damages arising out of, or relating to the Services including, but not limited, any loss, cost, expense or damage due to any loss of data, disclosure of credit card information, and/or disclosure of any information contained in The Agreement or provided otherwise by your use of the Services. You agree to defend, indemnify, and hold harmless Company, its affiliates licensors and their respective officers, directors, employees and agents from and against any third-party claims, liability, actions or demands (including, without limitations, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connections with your use of the Services or your breach of the Agreement.

**SECTION 7: Export Regulation.**

The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

**SECTION 8: CHOICE OF LAW**

This agreement is governed by the laws of Nebraska. Venue for any action between the parties concerning the Services shall take place only in the appropriate courts in Lancaster County, Nebraska. In no event shall Company’s total liability to you exceed the amount paid by you for the Services within the twelve (12) months prior to the time the claim arose.

**SECTION 9: INTELLECUTAL PROPERTY**

Company is the sole owner of all rights, title and interest in and to the Services, and such rights, title and interest are protected by United States copyright, trademark, and other laws. Except for the limited licenses expressly granted to you in the Agreement, Company reserves for itself and its licensors all other rights, titles and interest. Your use of the Services does not transfer to you any right, title, or interest and unauthorized use of Company’s property may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright, trademark, service mark and other proprietary notices contained in the Services on any authorized copy you make pursuant your rights in the Agreement.

**SECTION 10: COMPLETE AGREEMENT**

The Agreement constitutes the entire agreement between Company and you with respect to the use of the Services and supersedes all prior or contemporaneous understandings regarding such subject matter. The Agreement does not extend to any other person or entity. Company reserves the rights to make changes to the Agreement, without our prior consent and without providing notice to you, by updating the version of the Agreement on the Websites. The changes to the Agreement will be effective immediately upon publication on the Websites and you acknowledge and agree it is your responsibility to monitor the Websites for such changes. You may not assign or transfer its right without Company’s prior written consent.

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