

TOUCANWIN.COM TERMS & CONDITIONS **("Agreement")**

ACCEPTANCE OF TERMS & CONDITIONS

By using ToucanWin.com or by clicking "I agree" to this Agreement, you ("**User**") signify your Agreement to these terms and conditions. If you do not agree to this Agreement, please do not use ToucanWin.com and do not click "I agree." Please check this Agreement periodically for changes as the owner of ToucanWin.com ("**ToucanWin.com**") reserves the right to revise this Agreement. In the event of a change to this Agreement, your continued use of ToucanWin.com following the posting of any changes constitutes acceptance of such changes. ToucanWin.com reserves the right to terminate a User's use of ToucanWin.com without notice and may do so for any breach of this Agreement. Your use of our services is governed by the following terms and conditions ("**User Agreement**"). Before you can become a member of ToucanWin.com, you must read and accept all of the terms and conditions of this User Agreement. ToucanWin.com recommends that you read through all the terms carefully. This User Agreement constitutes a legally binding agreement between you and ToucanWin.com

YOU MUST BE 18 OR OLDER TO AGREE TO THIS AGREEMENT AND USE TOUCANWIN.COM

This Agreement must be completed, understood, and agreed to by a person over 18. If a parent or guardian wishes to permit a person under 18 to access ToucanWin.com, they should email ToucanWin.com with their explicit permission and acceptance of full legal responsibility. If you are not yet 18 or are accessing ToucanWin.com from any country where this material is prohibited, please exit now as you do not have proper authorization.

LICENSE TO USE TOUCANWIN.COM

Upon your Agreement, ToucanWin.com grants you a non-exclusive, non-transferable, limited license to use ToucanWin.com according to the terms and conditions. You agree not to make false or fraudulent statements as you use ToucanWin.com. You acknowledge and agree that all content and services available on ToucanWin.com are property of ToucanWin.com and protected by copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws worldwide. ToucanWin.com, its advertisers, and licensors fully reserve all rights not expressly granted herein. You agree to pay for all purchases and services using your name and credit card through ToucanWin.com, not to challenge any such charges, and to pay for all collections and attorney fees resulting from any non-payment.

LICENSE RESTRICTIONS

USE

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RESTRICTIONS

ToucanWin.com reserves the right to limit in its sole discretion the number of user accounts per household and the number of won auctions per User account. A single credit card may not be used in conjunction with multiple user accounts. ToucanWin.com limits the number of user accounts per natural person and household (exceptions may apply).

ODDS OF WINNING UNKNOWN

Every auction is unique, and the results of all auctions offered on ToucanWin.com depend on the number of users participating in such auctions and the strategies of the users participating in the auctions; precise odds of winning are therefore unavailable. Users understand that there's no guarantee of success.

ACCEPTANCE OF THE WIN / PAYMENT

After an auction has ended, You must actively confirm and pay the total price for the won item. Suppose an auction win has not been verified and paid within seven days of the auction end date. In that case, ToucanWin.com may withdraw the offer to conclude the order and permanently revoke the winner's right to pay for and receive delivery of an item. If ToucanWin.com does this, all bids placed in that auction are refunded to users.

After confirming the win and paying the total amount due, the winner will receive a confirmation email. The item will not be sent to You until the total price is paid to ToucanWin.com.

The user's responsibility is to cease bidding on items until their accounts are again within the Terms and Conditions. Any user who bids in Violation of these terms and conditions will forfeit the win. First Violation will result in forfeit of win. Users will be credited bids placed.

Second Violation will result in forfeit of win and all bids placed during the auction. The account will be under review for suspension.

BIDDING

Users can place bids by manually clicking the relevant bid button or using Pennyworth, the "Bid Butler." No user may utilize any bidding software not authorized by ToucanWin.com. Any breach thereof will result in the user's immediate disqualification from any further use of our services and immediate closure of your account.

BID PURCHASES

Bids must be purchased and paid for in advance from bid packages at the current prices listed on our website. Bids held in user accounts must be used within 365 days from when the bids have entered the account through purchase, item exchange, or auction win. If the bids have not been used within that time, they will expire and be permanently removed from the account.

Promotional bids are subject to expire at any time without prior notice. Toucanwin.com will honor a full or partial refund on any unused paid bids in a user's account within 30 days. No refunds will ever be issued after 30 days of payment for the bids. Users who have won an auction and paid for a product are not eligible for a refund on either bid purchases, account activation fees or product fees if their product has been shipped by the time of the request. Under no circumstances will bids that have been placed be refunded, including bids won, bids returned using the Buy Now option, free bids, bids

returned for promotions or any other bids Toucanwin.com deems ineligible. Under no circumstances are you eligible for a refund of a larger amount than the total amount spent on the site, minus the total amount won in product value on the site determined by the Buy Now price.

Any payments made that are returned will be subject to any fees ToucanWin.com incurs. It is the users responsibility to honor all payments made. ToucanWin.com will withhold all pending wins and block access to the user account until all fees are paid in full. The user's bank may or may not charge the user an international service fee for a credit or debit card payment on the ToucanWin.com site. It is the user's sole responsibility to be familiar with the Terms of Use of their bank for such fees. ToucanWin.com is not responsible for additional payment fees issued to the user by the user's bank.

ToucanWin.com strictly prohibits any form of bidding with the intent to artificially manipulate the bidding process on ToucanWin.com or the bid price of any product listed on the site, or influencing user behavior on ToucanWin.com. A daily spending limit can and will be enforced if we consider that someone has affected any type of prohibited bidding or winning by intimidating other members, and we reserve the right to suspend the member without any prior notice. This will result in automatic suspension due to fraud, and the account will be suspended for investigation. Other restrictions may apply.

Any form of collusion may result in immediate disqualification from any further use of our services, and immediate closure of your account.

ToucanWin.com reserves the right to add, reschedule or remove products from the ToucanWin.com website at anytime without notice. An auction is deemed to have closed when the timer on the auctioned item runs out "ended" and no users have placed a new Bid. Users should be aware that the timer available to the user is an approximation, which may be affected by network delays. The final decision of when an auction closes will be based on the timer used by ToucanWin.com servers. Auctions may offer the "Buy Now" option which allows the user to buy the item at the store price. The option to "Buy Now" will be offered for a limited period of time (six days after the auction ends) after which the option to "Buy It Now" is revoked.

ACCOUNT TERMINATION

You have the right to terminate your account at any time. This can be done by either not using ToucanWin.com or by closing your account as stated in ToucanWin.com procedures.

ToucanWin.com reserves the right to terminate your account at its discretion if it determines that you have violated its Terms and Conditions, including but not limited to, the use of unauthorized third party bidding or software that tracks bids, the creation of multiple accounts by the same person or if fraudulent behavior or account activity occurs. By using ToucanWin.com, you agree that if ToucanWin.com, in good faith and with its sole discretion, determines that you have violated these Terms and Conditions, it may withhold, cancel, or otherwise retain any and all of your pending deliveries and/or refunds of bids.

SECURITY

You agree that if ToucanWin.com issues you a Username and Password, you shall use your best efforts to prevent access to ToucanWin.com through your Username and Password by anyone other than yourself. This includes but is not limited to keeping such information strictly confidential, notifying ToucanWin.com immediately if you discover loss or access to such information by an unauthorized party, and by using a secure Username and Password not easily guessed by a third party.

You agree that you shall not try to reverse engineer, disassemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents, or materials on or received via ToucanWin.com. You understand that such actions are likely to subject you to severe civil and criminal legal penalties and that ToucanWin.com shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

EXPORT

You agree that you shall comply with all applicable export and import control laws and regulations in your use of ToucanWin.com. Materials or services received through ToucanWin.com shall not be exported or re-exported anything on or received through ToucanWin.com in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

GOVERNMENT USE

If you are a branch or agency of the U.S. Government, the following provision applies. ToucanWin.com, code, contents, services, and documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisitions by or on behalf of civilian agencies, consistent with the policy outlined in 48 C.F.R. 12.212; or (ii) for acquisitions by or on behalf of units of the Department of Defense, consistent with the policies outlined in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Unpublished rights are reserved under the copyright laws of the United States.

ERRORS AND CORRECTIONS

While we use reasonable efforts to include accurate and current information on ToucanWin.com, we do not warrant or represent that ToucanWin.com will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our ToucanWin.com, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and changes to ToucanWin.com's features, functionality, or content. If you see any information or description you believe to be incorrect, please contact us, and we'll verify it for you.

LINKS TO OTHER SITES

Our ToucanWin.com site contains links to other websites for your information and convenience or provides additional shopping for various other goods and services through our merchant and services partners. These third-party websites are responsible for and undertake to maintain the ToucanWin.com terms. We suggest that you carefully review the terms of use of each ToucanWin.com you choose to access from our ToucanWin.com.

USER'S LICENSE GRANT TO TOUCANWIN.COM

Except for personal information, all information you post on ToucanWin.com or communicate to ToucanWin.com through the site (collectively "Submissions") shall forever be the property of ToucanWin.com. ToucanWin.com shall not treat any submission as confidential and shall not incur any liability due to any similarities that may appear in future ToucanWin.com services or products. Without copy, ToucanWin.com shall have exclusive ownership of all present and future rights to the Submission of every kind and nature. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality, and copyright. You represent and warrant that your Submission does not infringe the rights of any third party.

USER CONDUCT

By using features of ToucanWin.com that allow you to post or otherwise transmit information to or through ToucanWin.com, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:

- A. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, sexually explicit or graphic, or otherwise in Violation of ToucanWin.com's rules or policies;
- B. infringes any patent, trademark, service mark, trade secret, copyright, moral right, right of publicity, privacy, or other proprietary rights of any party;
- C. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- D. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- E. impersonates any person or entity, including any employee or representative of ToucanWin.com, its licensors, or advertisers.

You also agree that you shall not harvest or collect information about the users of ToucanWin.com or use such information to transmit or facilitate the transmission of unsolicited bulk electronic email or communications for any other commercial purpose of your own or a third party.

You further agree that you shall not solicit or collect information, or attempt to induce any physical contact with, anyone 18 years old or younger without appropriate parental consent.

ToucanWin.com generally does not pre-screen, monitor, or edit the content posted by users of ToucanWin.com. However, ToucanWin.com and its agents have the right, at their sole discretion, to remove any content that, in ToucanWin.com's sole judgment, does not comply with ToucanWin.com Submission Rules or is otherwise harmful, objectionable, or inaccurate. ToucanWin.com is not liable for any failure, delay, damages, or results in removing such content.

You agree that your use of ToucanWin.com may be suspended or terminated immediately upon receipt of any notice which alleges that you have used ToucanWin.com in Violation of these Rules for any purpose that violates any local, state, federal, or law of other nations, including but not limited to the posting of information that may infringe third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, you agree that the owner of ToucanWin.com may disclose your identity and contact information if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the owner of ToucanWin.com shall not be liable for damages or outcome of a subpoena or other legal action, and the owner of ToucanWin.com shall not be responsible for damages or consequences thereof, and you agree not to bring any action or claim against the owner of ToucanWin.com for such disclosure.

INTELLECTUAL PROPERTY RIGHTS

1. Copyright

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WITHHOLDING PAYMENT / RETENTION OF TITLE

You agree that the item delivered shall remain ToucanWin.com's property until payment is received in full (the total price,) including the shipping and bids used in the auction.

RETURNS / CANCELLATIONS

ToucanWin.com winners have the right to cancel or return an order. This right is unconditional and begins the moment the contract is concluded. If you cancel a contract to which the cancellation provisions apply, you are entitled to a refund of the auction end price (including shipping costs). This is true even if the goods are not defective in any way. Bids placed on the auction are not eligible for a refund. These cancellation rights end 14 days after the day the winner receives the goods or a notification that the goods are ready for collection.

Some exceptions may apply. If such an exception does apply, it will be noted on the auction return information on the individual auction page. Exclusions include Free Bids, Coupons, and Voucher Bids. If you are found not to be in good standing due to fraudulent behavior, excessive refund

requests, and other such conduct, you have been deemed to have breached the Terms and Conditions and will not be eligible for a refund.

If you wish to cancel the contract, you must inform ToucanWin.com by email that you want to cancel within the time period stated above. Cancellations by phone will not be accepted. The following contact must be used: support@toucanwin.com.

In order to complete a cancellation or return, you must return the received product or products in new condition. You will pay shipping expenses for returns unless goods are found to be defective. ToucanWin.com will not accept a return if you cannot return the service or product received or are only able to return it in part or less than new condition. Should ToucanWin.com incur additional costs for insufficient postage on the return, these costs will be deducted from any previous payment remitted by you.

ToucanWin.com offers a thirty-day satisfaction guarantee on all products purchased from the platform. If a ToucanWin.com customer requests a refund, s/he may return the item according to our Shipping & Return Policy, <http://www.ToucanWin.com.com/shipping>. Returned items must be unused and in a resalable condition. All refunds are subject to a 20% restocking fee.

Should ToucanWin.com not be able to deliver the product ordered or the product won, ToucanWin.com shall be entitled to substitute the item with an equivalent product acceptable to both ToucanWin.com and you, or provide a refund of the auction end price, Buy It Now payments, and all bids placed by you on that particular auction.

DISCLAIMER OF WARRANTIES

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The User agrees that it has relied on no warranties, representations, or statements other than in this Agreement. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you. Still, they shall apply to the maximum extent permitted by the law of your jurisdiction.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT TOUCANWIN.COM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OR INABILITY TO USE THIS WEBSITE, SOFTWARE, OR ANY RELATED SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

THE LIMITATIONS OF THIS SECTION SHALL APPLY NOTWITHSTANDING ANY RELIANCE ON ANY INFORMATION OBTAINED FROM TOUCANWIN.COM OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES OR OTHER MALICIOUS CODE, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO PROVIDER RECORDS, PROGRAMS, OR SERVICES, AND WHETHER OR NOT TOUCANWIN.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH TOUCANWIN.COM.

SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON TOUCANWIN.COM SERVICES OR ITEMS PURCHASED THROUGH TOUCANWIN.COM, FROM INABILITY TO USE TOUCANWIN.COM SERVICES OR ITEMS PURCHASED THROUGH TOUCANWIN.COM, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF TOUCANWIN.COM SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

Under no circumstances shall ToucanWin.com, bidfluencers, and its licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use or inability to use, ToucanWin.com. This limitation applies whether the alleged liability is based on contract, tort, negligence, strictly liability, or any other basis, even if ToucanWin.com, advertisers and/or its licensors have been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, ToucanWin.com, advertisers and/or its respective licensors' liability in such jurisdictions shall be limited to the maximum extent permitted by the law of your jurisdiction.

YOU AGREE THAT TOUCANWIN.COM SHALL NOT BE LIABLE FOR PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE USE, IMPROPER HANDLING, MODIFICATION, OR MISUSE OF THE PRODUCTS BY YOU OR ANY OTHER PERSON FOLLOWING DELIVERY BY TOUCANWIN.COM. IN NO EVENT SHALL TOUCANWIN.COM BE LIABLE TO YOU OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, LOSS-OF-USE DAMAGES, OR ADDITIONAL EXPENSES INCURRED, WHETHER ACCORDING TO A CLAIM IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless ToucanWin.com, its bidfluencers, licensors, subsidiaries, and other affiliated companies, and their employees, contractors, officers, agents, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of ToucanWin.com, or any services, information or products from ToucanWin.com, or any violation of this Agreement. ToucanWin.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with ToucanWin.com in asserting any available defenses

LEGAL COMPLIANCE

ToucanWin.com may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used ToucanWin.com for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may infringe third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, ToucanWin.com may disclose the User's identity and a subpoena or other legal action, and ToucanWin.com shall not be liable for damages or results thereof and the User agrees not to bring any action or claim against ToucanWin.com for such disclosure.

CHOICE OF LAW AND FORUM

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MISCELLANEOUS

This Agreement incorporates ToucanWin.com Submission Rules if ToucanWin.com allows posting and posts such Rules. This Agreement constitutes the entire Agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written, or electronic) agreement between the parties, and shall not be changed except by a written agreement signed by an officer of ToucanWin.com. If any provision of this Agreement is found to be prohibited by law is held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement, as much as possible under applicable law, shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof. The unenforceable provision shall be automatically amended to accomplish best the objectives of such unenforceable provision within the limits of applicable law.

ToucanWin.com reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire Agreement between you and ToucanWin.com concerning the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision by ToucanWin.com of the Terms and Conditions or Privacy Policy will be effective only if in writing and signed by ToucanWin.com.